



Kemah City Council Meeting

05/20/2020

7:00p.m.



AGENDA

May 20, 2020 7:00P.M.

CITY OF KEMAH - CITY COUNCIL AND KEMAH PUBLIC FACILITIES CORPORATION

**Council Chambers, Kemah City Hall,
1401 State Hwy 146, Kemah, Texas**

Terri Gale – Mayor

Teresa Vazquez-Evans	Wanda Zimmer	Kyle Burks	Robin Collins	Isaac Saldaña
Council Position 1	Council Position 2	Council Position 3	Council Position 4	Council Position 5

In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the front exterior wall of the City Hall Building, except in case of emergency meetings or emergency items posted in accordance with law.

Texas Criminal and Traffic Law Handbook Penal Code Sec. 38.13 Hindering Proceedings by Disorderly Conduct. A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance. Penal Code Section 42.05 Disrupting Meeting or Procession. A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

The City Council reserves the right to meet in closed session on any of the below items should the need arise and if applicable, pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

1. Pledges

2. Prayer

3. Invitation to Address Council

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to two (2) minutes.)

4. Council Members Comments and Announcements (Items of Community Interest Only)

5. Mayor's Comments

6. City Administrator Report:

- Financials
- Economic Development

- Events and Operations
- Technology Department

7. CIP

8. Police and Emergency Management Report

- Events and Operations
- Emergency Services

9. Communications and Marketing Report

10. Consent Agenda

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests it, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

A. Approval of Minutes

- 2020-04-15 Council Workshop Minutes
- 2020-04-22 Council Workshop Minutes
- 2020-04-29 Special Council Minutes
- 2020-05-06 Council Minutes

B. Ordinance to amend Chapter 38, Environment, specifically –Article VIII - Stormwater Management (Second Reading)

C. Approve Contract for Election Services for the November 2020 Election

11. Consideration and Possible Action: Ordinance to amend Chapter 46, FLOODS (First Reading)

12. Consideration and Possible Action: to charge for residential trash service.

13. Consideration and Possible Action: to reimburse HOT from the General Fund, not KCDC, for expenditures made with Good Ground Marketing.

14. Consideration and Possible Action: to issue letter from City of Kemah to the state Comptroller's office for delays in Property Tax Code Revisions affecting property appraised values.

15. Consideration and Possible Action: on modification to the Coronavirus Disaster Declaration

16. Consideration and Possible Action: to re-open City of Kemah, City Hall and other city services.

17. Consideration and Possible Action: to backfill open police officer position.

18. Consideration and Possible Action: to implement impact fees on new and/or existing developments in the City of Kemah.

19. Consideration and Possible Action: to keep police dispatch internal at the City of Kemah but eliminate police admin position and/or any other changes to police budget.

20. Consideration and Possible Action: to accept and approve petition for annexation of the 25.6 acres of a 88.311 acre tract generally described as Abstract 18 M Muldoon Survey TR 37 into the City of Kemah and to direct staff to draft and present for consideration appropriate and required documents and notices to achieve the annexation.

EXECUTIVE SESSION

21. The Council will now hold a closed executive meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, Vernon's Texas Codes Annotated in accordance with the authority contained in:

- A. Section 551.087, Local Government Code; Deliberations regarding Economic Development Negotiations
- Update regarding contemplated development on 88 acre tract and other contemplated developments in other areas of the city.

OPEN SESSION

22. Consideration and Possible Action: regarding contemplated development on 88 acre tract and other contemplated developments in other areas of the city.

23. Council Members' Closing Comments

24. Mayor's Closing Comments

25. Adjourn

ONLINE: <https://global.gotomeeting.com/join/829835173>

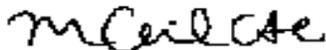
PHONE: United States (Toll Free): 1 877 568 4106

United States: +1 (786) 358-5410

ACCESS CODE: 829-835-173

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **Wednesday, May 20, 2020**, was posted on the bulletin board at City Hall, 1401 Highway 146, Kemah, Texas, on this the 15th day of May, 2020, prior to 7:00 p.m.



Melissa Chilcote, City Secretary

05/20/2020

Date



Kemah City Council Agenda Item #10A Approval of Minutes

Consent Agenda Item #10A: Minutes

- 2020-04-15 Council Workshop Minutes
- 2020-04-22 Council Workshop Minutes
- 2020-04-29 Special Council Minutes
- 2020-05-06 Council Minutes

Kemah City Council Agenda Item

#10B Ordinance to amend Chapter 38, Environment, specifically – Article VIII - Stormwater Management (Second Reading)

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 05/20/2020

Prepared by: Jimmy Thompson/Jessica Koutney

Subject: 2nd Reading to amend Chapter 38, Environment, specifically –Article VIII - Stormwater Management (Second Reading)

Proceeding: Ordinances

Originating Department: Admin

Texas Ethics Commission Form 1295 required? *n/a*

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review: *Yes*

Expenditure Required: *n/a* Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval: *n/a*

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

See draft ordinance

RECOMMENDATIONS

Approve on 2nd Reading

ATTACHMENTS

Ordinance 1174

ORDINANCE NO. 1174

AN ORDINANCE AMENDING CHAPTER 38 – ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, SECTION 38-201. – APPLICABILITY, SECTION 38-202. – STANDARDS, SECTION 38-204. – OPERATION AND MAINTENANCE AND THE ADDITION OF SECTION 39-205. – FILL MATERIAL TO STRENGTHEN REGULATIONS REGARDING STORMWATER DETENTION DESIGN CRITERIA AND CERTAIN ENHANCED MAINTENANCE REQUIREMENTS UPON CERTAIN RESPONSIBLE PROPERTY OWNERS, PROVIDING FOR A PENALTY, PROVIDING FOR SEVERABILITY AND PROVIDING FOR CODIFICATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEMAH, STATE OF TEXAS THAT Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-201. – Applicability, Section 38-202. – Standards, and Section 38-204. – “Operation and Maintenance” be amended and the addition of Section 38-205. – “Fill Material” to strengthen regulations regarding stormwater detention design criteria and certain enhanced maintenance requirements upon certain responsible property owners.

Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-201. – “Applicability” currently reads as follows:

(a) All development shall be subject to the stormwater management and drainage requirements of this article.

(b) Definition. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Development means any construction, reconstruction or placement of any building, the subdivision of any land, the construction of roads or bridges, and the filling, grading, clearing, excavation or paving of any site. The term "development" shall not include the construction of a single-family residence, the disturbance of 5,000 square feet or less, or the addition to any existing building of 2,000 square feet or less.

Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-201. – “Applicability” shall be amended to read as follows:

(a) All development shall be subject to the stormwater management and drainage requirements of this Ordinance.

(b) Definition. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

***Development* means any construction, reconstruction or placement of any building, the subdivision of any land, the construction of roads or bridges, and the filling, grading,**

clearing, excavation or paving of any site. **Exemptions are provided in the referenced guideline within this Ordinance.**

Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-202. – “Standards” currently reads as follows:

Peak runoff rates from any development shall be attenuated so that flows are no greater than they were before development for all storm events up to and including the ten-year rainfall event.

(1) Detention basins shall be sized to detain a ten-year, 24-hour postdevelopment rainfall event.

(2) Detention basin outlet structures shall be designed to restrict flows to a predevelopment two-year, 24-hour event.

(3) Detention basins shall be constructed with emergency overflow spillways within a 50-year capacity.

(4) Stormwater drainage systems must be designed to effectively convey flows to the detention basin for all storm events up to and including the 25-year, 24-hour event.

Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-202. – “Standards” shall be amended to read as follows:

Detention should be provided using the criteria established in the latest version of the Galveston County Drainage Detention Guidelines.

<http://www.galvestoncountytexas.gov/eg/Documents/Building%20Department/Detention%20Guidelines%20Packet.PDF>

In lieu of use of the Galveston County Drainage Detention Guidelines, a flat detention rate of 0.65 ac-ft per acre of development or redevelopment may be used.

Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-204. – “Operation and Maintenance” currently reads as follows:

All detention basins and appurtenances shall be properly operated and maintained by the property owner with permanent arrangements that shall also pass to any successive owner.

Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-204. – “Operation and Maintenance” shall be amended to read as follows:

(a) All detention basins and appurtenances shall be properly operated and maintained by the property owner with permanent arrangements that shall also pass to any successive owner.

(b) In areas within the City Limits of Kemah, where private retention/detention

ponds exist, the property owner or their designative representative shall be responsible for routinely inspecting ponds to ensure that all components of the pond are maintained and are in good working condition.

(c) Routine inspections and maintenance shall include:

1. Repair or replace all damaged fencing and locks, if applicable;
2. The accumulation of litter, obstructions, sediment and excessive vegetation, including weeds, shall be removed;
3. Eroded areas shall be re-established and bare ground shall be reseeded;
4. For dry bottom ponds, areas of ponding shall be eliminated;
5. Replace and maintain, in good working order, drainage structures; including pumps, inlets, grates, pipes, overflow weirs and sediment controls; and
6. Outlet structures, including pumped discharges, shall release stormwater at rates as specified on the approved engineering plans.

The addition of Chapter 38 - ENVIRONMENT, ARTICLE VIII. – STORMWATER MANAGEMENT, DIVISION 1. – GENERALLY, Section 38-205. – “Fill Material” shall read as follows:

(a) For any fill to be brought into the City, notice is required to the City Permits department.

(b) For land not within the floodplain, no permit is required if the fill material to be placed is no more than 100 cubic yards of soil per acre. Each acre may not contain more than 100 cubic yards of fill per five (5) year period. Property owner is required to equally disburse and spread the fill material to ensure no more than 100 cubic yards of fill are being placed on each acre.

(c) For land not within the floodplain, if more than 100 cubic yards of fill material is to be placed per acre, a permit must be obtained from the floodplain administrator and the property owner will be required to provide a site drainage plan prepared by a registered professional engineer.

(d) For land within the floodplain, see Chapter 46 for requirements.

Penalty. Any person violating the terms of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined a sum not to exceed the maximum allowable by law.

Severability. If any sentence, phrase, clause or any part of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each sentence, phrase or clause, or part thereof, irrespective of the fact that any other sentence, phrase or clause, or part thereof, may be declared invalid.

Codification. This Ordinance is hereby incorporated into and made a part of the Kemah City Municipal Code.

AND IT IS SO ORDERED.

APPROVED ON 1ST READING THIS 6th DAY OF MAY, 2020.

PASSED AND APPROVED ON 2ND READING ON THIS 20TH DAY OF MAY, 2020.

CITY OF KEMAH, TEXAS

Terri Gale, Mayor

ATTEST:

Melissa Chilcote, City Secretary



Kemah City Council Agenda Item #10C November 2020 Election Contract

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for City Council consideration: 05/20/2020

Prepared by: *Melissa Chilcote*

Subject: *Approve Contract for Election Services for the November 2020 Election*

Proceeding: Consent

Originating Department: *Admin*

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

Annually we enter into a contract with Galveston County to conduct our elections for us. Without this, we lack the machines and staff to adequately operate our election. The amount of the contract is properly funded in this year's budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this contract allows the City Secretary to adhere to and complete additional Election Law requirements for conducting a valid General Election.

RECOMMENDATIONS

Staff recommends approval of the contract.

ATTACHMENTS

Contract

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this ____ day of _____, 20__ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and _____ on behalf of _____ ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: _____

November 3, 2020
Election Date

December 15, 2020
Runoff Election Date

Early Voting will be held on **Oct. 19-23, 2020** from 8 a.m. to 5 p.m. and **Oct. 26-30, 2020** with the polls being open from 7 a.m. to 7 p.m. **Saturday, Oct. 24, 2020** from 7 a.m. to 7 p.m. and **Sunday, Oct. 25, 2020** from 1 p.m. to 6 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]
- 1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
- 1.5. Provide Ballot by Mail services for the Entity.
[See the Fee Schedule]
- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.
- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.
- 1.8. Provide the Entity ***and where possible the candidates running for office**, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

***The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.**

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before July 31, 2020**. Contracts submitted after this date will require a \$500 fee **which will be non-refundable regardless of whether the Entity cancels its election.**

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **August 28, 2020**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by

July 31, 2020. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 14, 2020**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by **Sept. 9, 2020 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **Sept. 16, 2020**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
- 3. Cancellation of Contract:** Except for contracts consummated after **July 31, 2020**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **N/A**. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.
- 4. Special Provision: Bilingual Poll Worker Requirements.** Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:
- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
- 5. Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.

Cost: \$465 per Verity Touch, \$506 per Verity Controller and \$577 per Verity Touch with access.

- d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location
- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$48 per person per class
- i) Two or more electronic poll **pads** will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. **The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).**
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County’s authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity’s authorized representative for all purposes of this contract is:

Name (Print and Sign)

Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its

employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity:

Phone: _____
Email: _____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20__.

Galveston County:

 Dwight D. Sullivan
 County Clerk

Entity:

Name: _____

- City Manager
- Superintendent
- City Secretary
- Chair County Executive Committee
- Mayor
- President
- Other

Received and Filed:

Galveston County

 Hon. Mark Henry
 County Judge
 Attest:

 Dwight D. Sullivan
 County Clerk

Date: _____

Date Copy of Agreement Furnished
 to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

Kemah City Council Agenda Item

#11 Ordinance to amend Chapter 46, FLOODS (1st Reading)

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 05/20/2020

Prepared by: Jimmy Thompson/Jessica Koutney

Subject: 1st Reading to amend Chapter 46, FLOODS (1st Reading)

Proceeding: Ordinances

Originating Department: Admin

Texas Ethics Commission Form 1295 required? *n/a*

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review: *Yes*

Expenditure Required: *n/a* Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval: *n/a*

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

See draft ordinance

RECOMMENDATIONS

Approve 1st reading

ATTACHMENTS

Will send out the draft as soon as it is ready.

Chapter 46 - FLOODS

FOOTNOTE(S):

--- (1) ---

State Law reference— Local governments must adopt ordinances necessary to qualify for National Flood Insurance Program, V.T.C.A., Water Code § 16.3145; political subdivisions to comply with federal requirements, V.T.C.A., Water Code § 16.315. [\(Back\)](#)

ARTICLE I. - IN GENERAL

~~Sec. 46-1. – Real estate signs to designate floodplain zones and community rating system.~~

~~All real estate signs in the city shall designate floodplain zone C, B, V, A, and community rating system (CRS hereinafter) rating 8.~~

- ~~(1) This requirement shall include all signs established by sellers of property.~~
 - ~~(2) All billboards or placards and posters to sell property must have zone designation and CRS class.~~
 - ~~(3) Disclosure forms from seller to potential buyers must be included in all new construction applications advising buyers of zone and CRS class.~~
 - ~~(4) Sellers are encouraged to include such disclosures in deeds to all properties sold in the city after the effective date of the ordinance from which this section is derived.~~
 - ~~(5) The city directs the building official and/or the chief of police to direct the placement of zone and class designation on all real estate for sale signs in the city.~~
 - ~~(6) Property zone determinations are to be made by any licensed surveyor, engineer or the building department of the city.~~
 - ~~(7) Written zone determinations by the city shall require a fee as established from time to time by the city. There shall be no charge for verbal inquiries.~~
 - ~~(8) Written disclosure forms by the city building official shall have a fee as established from time to time by the city. There shall be no fee for verbal inquiries regarding floodplain information.~~
- ~~(Ord. No. 7-93, 11-11-1993)~~

Sec. 46-~~21~~. - Critical facilities.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City hall, police department, and street and road department mean all of the enclosed area that is used by the city and its employees and general public, including but not limited to all or part of the building used for any of the operations of the city, such as city hall, police department, municipal court, council chambers, voting chambers, and for social functions.

Critical facilities means:

- (1) Those structures or facilities which produce, use or store highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- (2) Hospitals, nursing homes and housing which are likely to contain occupants who may or may not be sufficiently mobile to avoid death or injury during a flood event;

- (3) Police stations, fire stations, vehicle and equipment storage facilities and emergency operations centers which are needed for flood response activities before, during and after a flood event; and
- (4) Public and private utility facilities which are vital to maintaining or restoring normal services to flooded areas before, during and after a flood event.

(b) *Requirements for critical facilities.*

- (1) New critical facilities are prohibited from the 500-year floodplain; or
- (2) New and substantially improved critical facilities are required to be protected from damage and loss of access as a result of the 500-year flood or the flood record, whichever is higher.

(Ord. No. 15-94, § 1, 9-8-1994)

Secs. 46-~~32~~—46-22. - Reserved.

ARTICLE II. - FLOOD DAMAGE PREVENTION

DIVISION 1. - GENERALLY

Sec. 46-23. - Findings.

- (a) The members of the city council find that various areas of the city, flood hazard areas, are subject to periodic events of inundation which result in the loss of life, the destruction of private and public property, the disruption of commerce and governmental services, and adverse effects on the health and safety of the public.
- (b) The flooding events are caused and created by the cumulative effects of obstructions in the floodplains and of subsidence which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(Ord. No. 11-99, § 1.1, 8-2-1999)

Sec. 46-24. - Statement of purpose.

It is the purpose of the article to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage;
- (5) Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and
- (6) Qualify and maintain for participation in the National Flood Insurance Program.

(Ord. No. 11-99, § 1.2, 8-2-1999)

Sec. 46-25. - Objectives.

The objectives of this article are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, sewer lines, streets and bridges located in areas of special flood hazard;
- (6) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- (7) To provide that developers are notified that property is in an area of special flood hazard; and
- (8) To ensure that those who occupy the area of special flood hazard assume responsibility for their actions.

(Ord. No. 11-99, § 1.3, 8-2-1999)

Sec. 46-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-flood zones. A-flood zones are found on all flood hazard boundary maps (FHBM), flood insurance rate maps (FIRMs), and flood boundary and floodway maps (FBFMs). An A-flood zone is an area that would be flooded by the base flood, and is the same as a special flood hazard area (SFHA) or a 100-year floodplain. These areas may be unnumbered as AE, AH, or AO zones. Numbered A-flood zones indicate an area's risk to flooding.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform, which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Amortization period means the length of time used to repay a debt or mortgage or to depreciate an initial cost.

Amortization rate means the price or rate of premium per unit of time that is paid by a borrower for repayment of a debt or mortgage or by a purchaser to depreciate an initial cost.

Anchor means a series of methods used to secure a structure to its footings or foundation wall so that it will not be displaced by flood or wind forces.

Area of shallow flooding means a designated AO, AH, or VO flood zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as flood zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the flood insurance rate map (FIRM), flood zone A usually is refined into flood zones A, AE, AH, AO, A1 - A99, VO, V1-V30, VE or V.

Backwater effect means the rise in water surface elevation caused by some obstruction such as a narrow bridge opening, buildings, or fill material that limits the area through which the water must flow. The term "backwater effect" may also be referred to as "heading up."

Base flood means the term required by the National Flood Insurance Program to be used by a community to indicate the minimum size flood as a basis for its floodplain management regulations; currently required by regulation to be that flood which has a one percent or greater chance of being equaled or exceeded in any given year. The term "base flood" may also be known as a 100-year flood elevation.

Base flood elevation (BFE) means the elevation for which there is a one percent chance in any given year that flood levels will equal or exceed it. The BFE is determined by statistical analysis for each local area and designated on the flood insurance rate maps. It is known as the 100-year flood elevation.

Base floodplain means the floodplain that would be inundated by a one percent chance, or 100-year, flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Basin means the total area from which surface runoff is carried away by a drainage system. Other comparable terms are "drainage area," "catchment area," and "watershed."

Berm means a bank or mound of earth, usually placed against a foundation wall.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system. Breakaway walls are required by National Flood Insurance Program (NFIP) regulations in coastal high-hazard areas (V-flood zones) and are recommended in areas where floodwaters could flow at significant velocities (usually greater than four feet per second) or could contain debris.

Building code means the regulations adopted by the city council setting forth standards for the construction, addition, modification, and repair of buildings and other structures for the purpose of protecting the health, safety, and general welfare of the public. Those regulations are contained in chapter 18, article IV, together with other ordinances adopting similar standard codes for plumbing, electrical, and fire safety purposes.

Channel means a natural or artificial watercourse with a definite bed and banks to confine and conduct flowing water.

Channel capacity means the maximum flow that can pass through a channel without overflowing the banks.

Check valve means a type of valve that allows water to flow one way, but automatically closes when water attempts to flow in the opposite direction.

Closure means a shield made of strong material such as steel, aluminum, or plywood, used to temporarily fill in gaps in floodwalls, levees, or sealed structures that have been left open for a day-to-day convenience at entrances such as doors and driveways.

Coastal high-hazard areas means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Column means upright support units for a building, set in predug holes and backfilled with compacted material. Columns will often require bracing in order to provide adequate support. They are also known as posts, although they are usually of concrete or masonry construction.

Community means any state or area or political subdivision thereof which has the authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Cross section means a graph or plot of ground elevation across a stream valley or a portion of it, usually along a line perpendicular to the stream or direction of flow.

Debris impact loads means sudden loads induced on a structure by debris carried by floodwater. Though difficult to predict, allowances for impact loads must be made when floodproofing a structure.

Design flood means the magnitude of flood used for design and operation of flood control structures or other protective measures. It is sometimes used to denote the magnitude of flood used in floodplain regulations.

Designated floodway means the channel of a stream and that portion of the adjoining floodplain designated by a regulatory agency to be kept free of any further development to provide unobstructed passage of flood flows.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or of equipment or materials.

Dry floodproofing means a floodproofing method used to design and construct buildings so as to prevent the entrance of floodwaters.

Elevated building means a nonbasement building:

- (1) Built, in the case of a building in flood zones A1-30, AE, A, A99, AO, AH, B, C, and X, to have the top of the elevated floor (finished floor), or, in the case of a building in flood zones V1-30, VE, or V, to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and
- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.

In the case of flood zones A1-30, AE, A, A99, AO, AH, B, C, or X, the term "elevated buildings" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of flood zones V1-30, VE, or V, the term "elevated building" also includes buildings otherwise meeting the definition of "elevated building," though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.

Elevation means the placement of a structure above flood level to minimize or prevent flood damage.

Emergency Flood Insurance Program or *emergency program* means the program as implemented on an emergency basis in accordance with section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

Enabling status means a state law that transfers some of the police powers residing on the state to localities within it for purposes of zoning or subdivision regulations, building codes, and the like.

Encroachment means any physical object placed in a floodplain that hinders the passage of water or otherwise affects flood flows, such as landfills or buildings.

Erosion means the process of the gradual wearing away of landmasses. This peril is not per se covered under this program.

Existing construction means, for the purpose of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."

Extended foundation means the construction of additional walls above existing foundation walls in order to elevate a structure above flood levels.

Federal Emergency Management Agency (FEMA) means the federal agency created in 1979 to provide a single point of accountability for federal activities related to disaster mitigation, emergency preparedness, response, and recovery.

Federal Insurance Administration (FIA) means the government unit, a part of FEMA, that administers the National Flood Insurance Program.

Fill means material such as earth, clay, or crushed stone that is dumped in an area and compacted to increase ground elevation.

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Flash flood means a flood that crests in a short length of time and is often characterized by high velocity flow. It is often the result of heavy rainfall in a localized area.

Flood or flooding means:

- (1) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in subsection (1)a of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (2) The collapse or subsidence of land along the shore of a lake or other body of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in subsection (1)a of this definition.

Flood boundary floodway map (FBFM) means a map that may be included with a flood insurance study printed prior to 1986. It identifies the floodway and, along with the study, provides the technical basis for floodplain management regulations.

Flood control means keeping floodwaters away from specific developments or populated areas by the construction of flood storage reservoirs, channel alternatives, dikes and levees, bypass channels, or other engineering works.

Flood crest means the maximum stage or elevation reached or expected to be reached by water of a specific flood at a given location.

Flood disaster assistance includes development of comprehensive preparedness and recovery plans, program capabilities, and organization of federal agencies and of state and local governments to mitigate the adverse effects of disastrous floods. It may include maximum hazard reduction, avoidance, and mitigation measures, as well as policies, procedures, and eligibility criteria for federal grant or loan assistance to state and local governments, private organizations, or individuals as the result of the major disaster.

Flood duration means the length of time a stream is above flood stage or overflowing its banks.

Flood fighting means actions taken immediately before or during a flood to protect human life and to reduce flood damage such as evacuation, emergency sandbagging and diking, and provision of assistance to flood victims.

Flood forecasting means the process of predicting the occurrence, magnitude, and duration of an imminent flood through meteorological and hydrological observations and analysis.

Flood frequency means a statistical expression of the average time period between floods equaling or exceeding a given magnitude. For example a, 100-year flood has a magnitude expected to be equaled or exceeded on the average of once every 100 years; such a flood has a one percent chance of being equaled or exceeded any given year. The term is often used interchangeably with recurrence interval.

Flood fringe means that portion of the floodplain that lies beyond the floodway and serves as a temporary storage area for floodwaters during a flood. This section receives waters that are shallower and of lower velocities than those of the floodway.

Flood hazard means the potential for inundation and involves the risk of life, health, property, and nature value. Two reference bases are commonly used:

- (1) For most situations, the base flood is that flood which has one percent chance of being exceeded in any given year (also known as the 100-year flood);
- (2) For critical actions, an activity for which a one percent of flooding would be too great, at a minimum the base flood is that flood which has a 0.2 percent chance of being exceeded of any given year (also known as the 500-year flood).

Flood hazard boundary map (FHBM) means an official map of a community, issued by the administrator, where the boundaries of the flood, mudslide (i.e., mudflow) or flood-related erosion areas having special flood hazards have been designated as flood zones A, M, and/or E.

Flood insurance rate map (FIRM) means an official map of the community, on which the administrator has delineated both the hazard areas and the risk premium flood zones applicable to the community.

Flood insurance rate zone means a flood zone identified on a flood insurance rate map (FIRM) as subject to a specified degree of flood, mudslides (mudflow), or flood erosion hazards, to which a particular set of actuarial rates and floodplain management requirements applies.

Flood insurance study (FIS) or flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevation and determination of mudslides (i.e., mudflow) and/or flood-related erosion hazards.

Flood profile means a graph showing the relationship of water surface elevation to a specific location, the latter generally expressed as distance above the mouth of a stream of water flowing in an open channel. It is generally drawn to show surface elevation for the crest-specific magnitude of flooding, but may be prepared for conditions at any given time or stage.

Flood warning means the issuance and dissemination about an imminent or current flood.

Flood zone symbols.

A	Area of special flood hazard without water surface elevations determined.
A1-30, AE	Area of special flood hazard with water surface elevations determined.
AO	Area of special flood having shallow water depths and/or unpredictable flow paths between one and three feet.
A-99	Area of special flood hazard where enough progress has been made on a protective systems, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.
AH	Area of special flood hazard having shallow depths and/or unpredictable flow paths between one and three feet and with water surface elevations determined.
B, X	Area of moderate flood hazard.
C, X	Area of minimal hazard.

D	Area of undetermined but possible flood hazard.
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Flood zones means flood zones on the flood insurance rate map (FIRM) in which the premium insurance rates have been established by a flood insurance study.

Floodplain or floodprone area means any land area susceptible to being inundated by the water from any source (see *Flooding*).

Floodplain management means the operations of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term "floodplain management regulations" describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodplain preservation means the prevention or modification of the natural floodplain environment in a condition as close as possible to its natural state using all practicable means.

Floodplain restoration means the reestablishment of a setting or environment in which the natural functions of the floodplain can again operate.

Floodplain values means those natural and beneficial attributes associated with the relatively undisturbed state of the floodplain and include values primarily associated with water, living and cultural resources.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved property, water and sanitary facilities, structures and their contents.

Floodwall means a constructed barrier of resistant material, such as concrete or masonry block, designed to keep water away from a structure.

Floodway means the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Footing means the enlarged base of a foundation wall, pier, or column designed to spread the load of the structure so that it does not exceed the soil-bearing capacity.

Foundation means the underlying structure of a building, usually constructed of concrete, that supports the foundation walls, piers, or columns.

Foundation walls means a support structure that connects the foundation to the main portion of the building or superstructure.

Freeboard means a factor of safety usually expressed in feet above a flood level for the purpose of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge opening, and the hydrological effect of urbanization of the watershed. For purposes of this article, the city requires an additional height of 18 inches to the base flood elevation numbers shown on the FIRM provided by FEMA.

Groundwater recharge means the infiltration of water into the earth. It may increase the total amount of water stored underground or only replenish supplies depleted through pumping or natural discharge.

Human intervention means the required presence and active involvement of people to enact floodproofing or retrofitting measures prior to flooding.

Hydrodynamic loads means forces imposed on structures by floodwaters due to the impact of moving water.

Hydrograph means a graph that charts the passage of water as a function of time. It shows flood stage, depicted in feet above mean sea level or gage height, plotted against stated time intervals.

Hydrology means the science of the behavior of water in the atmosphere, on the earth's surface, and underground.

Hydrostatic load means forces imposed on an object, such as a structure, by standing water.

Impacts loads means loads induced by the collision of solid objects on a structure carried by floodwater. Debris can include trees, lumber, displaced sections of the structure, tanks, runaway boats, and chunks of ice. Debris impacts loads are difficult to predict accurately, yet reasonable allowance must be made for them in the design of potentially affected structures.

Infiltration means the flow of fluid into a substance through pores or small openings. The term "infiltration" is commonly used to denote the flow of water into soil.

Interior grade beam means a section of a floor slab that has a thicker section of concrete to act as footing to provide stability under loadbearing or critical structural walls.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Level of protection means the greatest flood level against which a protective measure is designed to be fully effective.

Lift means a layer of soil that is compacted before the next layer is added in the construction of a fill pad.

Manufactured home (mobile home) means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term does not include a recreational vehicle.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

National Flood Insurance Program (NFIP) means the federal program, created by an act of Congress in 1968, that makes flood insurance available in communities that enact satisfactory floodplain management regulations.

New construction means structures for which the start of construction commenced on or after the effective date of the ordinance from which this article is derived and includes any subsequent improvement to such structures.

Nonstructural floodplain management measures means those measures, such as floodproofing, employed to modify the exposure of the building to floods, use planning, warning schemes, and insurance, as opposed to structural measures (such as dams, levees, and channel modifications).

Nonvelocity coastal flood area means any area that is subject to inundation by tidal waters that has lower velocity or wave components than a coastal high-hazard area.

100-year flood means the flood elevation that has a one percent chance of being equaled or exceeded in any given year. It is also known as the base flood.

Permeability means the property of soil or rock that allows water to pass through it.

Pier means an upright support member of a building, with a height limited to a maximum of three times its least lateral dimension. It is designed and constructed to function as an independent structural element in supporting and transmitting building and environment loads to the ground.

Pile means an upright support member of a building, usually long and slender in shape, driven into the ground by mechanical means and primarily supported by friction between the pile and the surrounding earth. Piles often cannot act as columns, although they are usually made of wood.

Post means long upright support units for a building that are set in predug holes and backfilled with compacted material. Each post usually requires bracing to other units. They are also known as columns, although they are usually made of wood.

Primary cost means the cost of providing the basic floodproofing feature: elevation, flood shield, floodwall, or levee.

Probable maximum flood means the most severe flood that may be expected from a combination of the most critical meteorological and hydrological conditions that are reasonably possible in the drainage basin. It is used in designing high-risk flood protection works and siting of structures and facilities that must be subject to almost no risk of flooding. The probable maximum flood is usually much larger than the 100-year flood.

Profile means a graph or plot of the water surface elevation against distance along a channel. Profile is also termed flood profile if drawn for a specific flood or level of flooding.

Recurrence interval means a statistical expression of the average time between floods equaling or exceeding a given magnitude (see *Flood frequency*).

Regulatory flood datum means the established plane of reference from which elevation and depth of flooding may be determined for specific locations of the floodplain. It is the base flood plus a freeboard factor of safety established for each particular area that tends to compensate for the many unknown and incalculable factors that could contribute to greater flood heights than that computed for base flood.

Regulatory floodplain means that portion of the floodplain subject to floodplain regulations, usually the floodplain inundated by the one-percent-chance flood.

Regulatory floodway means the program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as "first layer" coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or other December 31, 1974, for FIRMs effective on or before that date.

Relocation means the moving of a structure from a flood area to a new location, normally to one where there is no threat of flooding.

Reservoir means a natural or artificially created pond, or lake, or other space used for storage, regulation, or control of water. Reservoirs may be either permanent or temporary.

Retrofitting means a floodproofing measure taken on an existing structure.

Riprap means broken stone, cut stone blocks, or rubble that is placed on slopes to protect them from erosion or scouring caused by floodwaters or wave action.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Runoff means that portion of precipitation that is not intercepted by vegetation, absorbed by the land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean. Runoff, called immediate subsurface runoff, also takes places in the upper layers of the soil.

Scouring means the erosion, or washing away, of slopes or soil by velocity waters.

Seepage means the passage of water or other fluid through a porous medium, such as the passage of water through an earth embankment or masonry wall.

Slab on grade means a structural design where the first floor sits directly on a poured concrete slab that sits directly on the ground.

Special hazard area means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, as shown on a FHBM or FIRM as flood zone A, AOA, A1-30, AE, A99, AH, VO, V1-30, VE, V, M, or E.

Standard project flood means the term used by the U.S. Army Corps of Engineers to designate a flood that may be expected from the most severe combination of meteorological and hydrological conditions that is considered reasonably characteristic of the geographical area in which the drainage basin is located, excluding extremely rare combinations. The peak flow for a standard project flood is generally 40 to 60 percent of the probable maximum flood for the same location.

State coordinating agency means the agency of the state government, or other office designated by the governor of the state or by state statute to assist at the request of the administrator in the implementation of the National Flood Insurance Program in the state.

Stile means a set of stairs to allow access over an obstruction, such as a floodwall.

Stream means a body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed intermittent streams.

Structural floodplain management measures means those physical or engineering measures employed to modify the way floods behave; examples include dams, dikes, levees, channel enlargements, and diversions.

Structural mat slab means the concrete slab of a building that includes structural reinforcement to help support the building's structure.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home.

Subdivision regulations means ordinances or regulations governing the subdivision of land with respect to things such as adequacy and suitability of building sites and utilities and public facilities.

Subsidence means the sinking of the land surface, usually due to withdrawals of underground water, oil, and minerals.

Subsidized rates means the rules established by the administrator involving in the aggregate a subsidization by the federal government.

Substantial improvement.

- (1) The term "substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement to a structure, the cost of which equals or exceeds 50 percent of the improvement. The term "substantial improvement" includes structures which have incurred substantial damage regardless of the actual repair work performed.
- (2) The term "substantial improvement" does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration of a historic structure, provided that the alterations will not preclude the structure's continued designation as a historic structure.

The term "substantial damage," for the purposes of this article, shall be cumulative in nature.

Underseepage means seepage along the bottom of a structure, floodwall, or levee, or through the layer of earth beneath it.

Variance means a grant of relief by a community from the terms of a floodplain management regulation.

Venting means a system designed to allow floodwater to enter an enclosure, usually the interior of foundation walls, so that the rising water does not create a dangerous differential in hydrostatic pressure. This is usually achieved through small openings in the wall, such as a missing or rotated brick or concrete block or small pipe.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, where specified, of floods of various magnitude and frequencies in the floodplain of coastal riverine areas.

Water table means the uppermost flood zone of water saturation in the ground.

Watercourse means a natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watershed means an area that drains to a single point. In a natural basin, this is the area contributing flow to a given place or stream.

Wetlands means areas that are inundated or saturated at a frequency and for a duration sufficient to support a prevalence of vegetative or aquatic life requiring saturated or seasonally saturated soil conditions for growth and reproduction.

Zoning ordinance means an ordinance under the state or local government's police power that divides an area into districts and within each district, regulates the use of land and building or other structures, and the density of population.

(Ord. No. 11-99, § 2.0, 8-2-1999)

Sec. 46-27. - Land to which this local law applies.

This local law shall apply to all areas of land within the jurisdiction of the city, with special attention to the areas located within designated special flood hazard areas.

(Ord. No. 11-99, § 3.1, 8-2-1999)

Sec. 46-28. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

- (1) Flood Insurance Rate Map No. 485481, the effective date of which is April 4, 1983.
- (2) Flood Insurance Study, dated October 4, 1982.

(Ord. No. 11-99, § 3.2, 8-2-1999)

Sec. 46-29. - Interpretation and conflict with other laws.

This article includes all revisions to the National Flood Insurance Program through November 1, 1989, and shall supersede all previous laws adopted for the purposes of flood damage prevention. All ordinances in conflict with this article are hereby repealed to the extent of the conflict; ~~in addition city Ordinance No. 5-92 is hereby repealed.~~ In their interpretation and application, the provisions of this law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standard, shall govern.

(Ord. No. 11-99, § 3.3, 8-2-1999)

Sec. 46-30. - Penalties for noncompliance.

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered, and no land shall be excavated or filled without full compliance with the terms of this local law and any other applicable regulations. Any infraction of the provisions of this local law by failure to comply with any of its requirements, including infraction of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this local law or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than \$500.00. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this local law for which the developer and/or owner has not complied with the requirements of this local law for which the developer and/or owner has not applied for and received an approved variance under division 4 of this article will be declared noncompliant and notification will be sent to the Federal Emergency Management Agency.

(Ord. No. 11-99, § 3.5, 8-2-1999)

Sec. 46-31. - Warning and disclaimer of liability.

The degree of flood protection required by this local law is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This local law does not imply that land outside the area of flood hazards or uses permitted within such areas will be free from flooding or flood damages. This local law shall not create liability on the part of the city, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this local law or any administrative decision lawfully made thereunder.

(Ord. No. 11-99, § 3.6, 8-2-1999)

Secs. 46-32—46-50. - Reserved.

DIVISION 2. - ADMINISTRATION

Sec. 46-51. - Designation of the local administrator.

The ~~director of public works is hereby appointed the~~City Administrator shall appoint the City's local floodplain administrator to administer and implement this local law by granting or denying floodplain development permits in accordance with its provisions.

(Ord. No. 11-99, § 4.1, 8-2-1999)

Sec. 46-52. - Floodplain development permit.

- (a) *Purpose.* A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in the community for the purpose of protecting its citizens from increased flood hazard and ensuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in any area of special flood hazard, as shown on the flood insurance rate map enumerated in section 46-28, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the local administrator and may include, but not be limited to: plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; and existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
- (b) *Fees.* All applications for a floodplain development permit shall be accomplished by an application fee as established from time to time by the city.

(Ord. No. 11-99, § 4.2, 8-2-1999)

Sec. 46-53. - Application for permit.

The applicant shall provide at least the following information, where applicable. Additional information may be required on the permit application form.

- (1) The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved structure to be located in flood zones A1-A30, AE or AH, or flood zone A if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- (2) The proposed elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of any new or substantially improved structure to be located in flood zones V1-V30 or VE, or flood zone V if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by licensed professional engineer or surveyor.
- (3) The proposed elevation, in relation to mean sea level, to which any new or substantially improved nonresidential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the local administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.
- (4) A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in section 46-136.
- (5) A certificate from a licensed professional engineer or architect that any nonresidential floodproofed structure will meet the floodproofing criteria in section 46-212.
- (6) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream agent. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in section 46-28, when notified by the local administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurance that the conveyance capacity of the altered or relocated stream segment will be maintained.
- (7) A technical analysis, by a licensed professional engineer, if required by the local administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
- (8) In flood zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions that are greater than either 50 lots or 5 acres).
- (9) In flood zones V1-V30 and VE, and also flood zone V if base flood elevation are available, designs and specifications, certified by a licensed professional engineer or architect, for any breakaway walls in a proposed structure with design strengths in excess of 20 pounds per square foot.
- (10) In flood zones V1-V30 and VE, and also flood zone V if base flood elevations are available, for all new and substantial improvements to structures, floodplain development permit applications shall be accompanied by design plans and specifications, prepared in sufficient detail to enable independent review of the foundation support and connection components. Said plans and specifications shall be developed or reviewed by a licensed professional engineer or architect, and shall be accompanied by a statement, bearing the signature of the architect or engineer,

certifying that the design and methods of construction to be used are in accordance with accepted standards of practice and with all applicable provisions of this local law.

(Ord. No. 11-99, § 4.3, 8-2-1999)

Sec. 46-54. - Duties and responsibilities of the local administrator.

Duties of the local administrator shall include, but not be limited to, the following.

- (1) *Permit application review.* The local administrator shall conduct the following permit application review before issuing a floodplain development permit:
 - a. Review all applications for completeness, particularly for the requirements of section 46-53, and for compliance with the provisions and standards of this law.
 - b. Review subdivision and other proposed new development, including manufactured home parks, to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of division 3 of this article and, in particular, section 46-109.
 - c. Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The local administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination. If the proposed development may result in physical damage to any other property or fails to meet the requirements of division 3 of this article, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and resubmit the application.
 - d. Determine that all necessary permits have been received from those governmental agencies from which approval is required by state or federal law.
- (2) *Use of other flood data.*
 - a. When the Federal Emergency Management Agency (FEMA) has designated areas of special flood hazard on the community's flood insurance rate map (FIRM) but has neither produced water surface elevation data (those areas designated flood zone A or V on the FIRM) nor identified a floodway, the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, including data developed pursuant to section 46-53(8), as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this law.
 - b. When base flood elevation data are not available, the local administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevation within the areas of special flood hazard, for the purposes of this law.
- (3) *Notification about alteration of watercourses.*
 - a. Notify adjacent communities and the state department of environmental conservation prior to permitting any alteration or relocation of a watercourse, and submittal of evidence of such notification to the regional director of the Federal Emergency Management Agency.
 - b. Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (4) *Obtaining construction stage certificates.*
 - a. In flood zones A1-A30, AE and AH, and also flood zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built

elevation of the lowest floor or floodproofed elevation in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer, unless it is fully licensed and ready for highway use.

- b. In flood zones V1-V30, VE and VH, and also flood zone V if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, the permit holder shall submit to the local administrator a certificate of elevation in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding piling and columns). For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. An elevation certificate must also be submitted for a recreational vehicle if it remains on a site 180 consecutive days or longer, unless it is fully licensed and ready for highway use.
- c. Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk.

The local administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

- (5) *Inspections.* The local administrator, the city building official and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.
- (6) *Issuance of stop work orders.*
 - a. The local administrator shall issue, or cause to be issued, a stop work order for any floodplain development found ongoing without a development permit. Disregard of a stop work order shall subject the violator to the penalties described in section 46-30.
 - b. The local administrator shall issue, or cause to be issued, a stop work order for any floodplain development found noncompliant with the provisions of this law and/or the conditions of the development permit. Disregard of a stop work order shall subject the violator to the penalties described in section 46-30.
- (7) *Issuance of certificate of compliance.*
 - a. In areas of special flood hazard, as determined by documents enumerated in section 46-28, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the local administrator stating that the building or land conforms to the requirements of this local law.
 - b. A certificate of compliance shall be issued by the local administrator upon satisfactory completion of all development in areas of special hazard.
 - c. Issuance of the certificate shall be based upon the inspections conducted as prescribed in subsection (5) of this section, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.
- (8) *Retention of information.* The local administrator shall retain and make available for inspection copies of the following:

- a. Floodplain development permits and certificates of compliance;
- b. Certificate of as-built lowest floor elevations of structure, required pursuant to subsection (4)a and (b) of this section, and indication as to whether or not the structure contains a basement;
- c. Floodproofing certificates, required pursuant to subsection (4)a of this section, and indication as to whether or not the structure contains a basement;
- d. Certifications required pursuant to sections 46-194 and 46-53(10);
- e. Variance issued pursuant to division 4 of this article; and
- f. Notices required under subsection (3) of this section.

(Ord. No. 11-99, § 4.4, 8-2-1999)

Secs. 46-55—46-81. - Reserved.

DIVISION 3. - CONSTRUCTION STANDARDS

Subdivision I. - In General

Secs. 46-82—46-105. - Reserved.

Subdivision II. - Standards for All New Development

Sec. 46-106. - Applicability of subdivision provisions.

The requirements of this subdivision apply to all new development, including new and substantially improved structures throughout the city, with special attention to the areas of special flood hazard shown on the flood insurance rate map designated in section 46-28.

(Ord. No. 11-99, § 5.1, 8-2-1999)

Sec. 46-107. - Elevation and improvement requirements.

- (a) All structures located outside the designated special flood hazard areas shall have the lowest finished floor level elevated to a minimum of 18 inches above the crest of the facing street.
- (b) All structures located within the designated areas of special flood hazard shall elevate an additional 18 inches of freeboard in addition to minimum base flood elevations as delineated on the FIRM.
- (c) All improvements, buildings, structures, developments and facilities shall be adequately designed and or engineered as to address watershed, runoff or drainage from the site in such a manner as not to negatively affect the adjoining properties adjacent to such development. Such drainage shall be directed to those public avenues of drainage and/or rights-of-way to carry such runoff.

(Ord. No. 11-99, § 5.1-0, 8-2-1999)

Sec. 46-108. - Coastal high hazard areas.

The following requirements apply within flood zones V1-V30, VE, and V:

- (1) All new construction, including manufactured homes and recreational vehicles on site 180 days or longer and not fully licensed for highway use, shall be located landward of the reach of high tide.
- (2) The use of fill for structural support of buildings, manufactured homes or recreational vehicles on site 180 days or longer is prohibited.
- (3) Manmade alteration of sand dunes, which would increase potential flood damage, is prohibited.

(Ord. No. 11-99, § 5.1-1, 8-2-1999)

Sec. 46-109. - Subdivision proposals.

The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard:

- (1) Proposals shall be consistent with the need to minimize flood damage;
- (2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and
- (3) Adequate drainage shall be provided to reduce exposure to flood damage.

(Ord. No. 11-99, § 5.1-2, 8-2-1999)

Sec. 46-110. - Encroachments.

- (a) Within flood zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements to other development, including fill in excess of 60 cubic yards, shall be permitted unless:
 - (1) The applicant demonstrates that the cumulative effect of the proposed development including fill in excess of 60 cubic yards, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base more than one foot at any location; or
 - (2) The floodplain administrator agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision; FEMA approval is received and the applicant provides all necessary data, analyses and mapping; and reimburses the city for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the city for all costs related to the final map revision.
- (b) On streams with regulatory floodway, as shown in the flood boundary and floodway map or the flood insurance rate map adopted in section 46-28, no new construction, substantial improvements or other developments, including fill, shall be permitted unless:
 - (1) A technical evaluation by a licensed professional engineer shows that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood; or
 - (2) The floodplain administrator agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision; FEMA approval is received and the applicant provides all necessary data, analyses and mapping; and reimburses the city for all costs related to the final map revisions.

(Ord. No. 11-99, § 5.1-3, 8-2-1999)

Sec. 46-111 Fill Material

- (a) For land in flood zones A1-A30 and AE within the floodplain, the owner must notify the local floodplain administrator at City Hall for every instance of fill material brought onsite. The floodplain administrator can require an engineered drainage plan.
- (b) For land outside the floodplain a permit is required for fill material to be placed is more than 5 loads (60 cubic yards) of soil per platted lot. Each platted lot may not contain more than 5 loads of fill. Property owner is required to equally disburse and spread the fill material to ensure no more than 5 loads of fill are being place on each platted lot.
- (c) For land in flood zones A1-A30 and AE within the floodplain, fill material for landscaping and garden improvements is permitted without a permit at 1 load (12 cubic yards) or less per platted lot per year with notification provided to the floodplain administrator.
- (d) For land in flood zones A1-A30 and AE within the floodplain, if 1 to 5 loads (60 cubic yards) of fill material is to be placed per platted lot, a permit must be obtained from the floodplain administrator and the property owner will be required to provide a drainage plan prepared and sealed by a registered professional engineer.
- (e) For land in flood zones A1-A30 and AE within the floodplain, if more than 5 loads of fill (60 cubic yards) of fill material is to be placed per platted lot, a permit must be obtained from the floodplain administrator and the property owner will be required to provide a drainage plan and fill mitigation plan prepared and sealed by a registered professional engineer.
- (f) Fill in the regulatory floodway is prohibited.
- (g) Fill material shall be placed no closer than five feet from the edge of the property line.
- (h) If the fill is placed on a piece of property in which the natural flow of water is conveyed on the proposed fill site, then the property owner is required to mitigate -for the altered flow to equal or better conveyance than pre-filled condition. Natural flow could be by sheet flow, swale, ditch, slough, or other natural or manmade means of conveyance of water. Mitigation could include ditches, swales, detention ponds and any other means of conveyance/detention that mitigates the impacts due to fill placement. The mitigation plan must be developed and sealed by a licensed engineer.
- (i) All fill material must be spread evenly and as per permit represents within 180 days of the permit issuance date. If the fill material is not spread within this time period, the property owner may be requested to remove the material from the property.

Secs. 46-~~111~~112—46-133. - Reserved.

Subdivision III. - Standards for All Structures

Sec. 46-134. - Anchoring.

New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(Ord. No. 11-99, § 5.2-1, 8-2-1999)

Sec. 46-135. - Construction materials and methods.

- (a) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
- (b) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
- (c) For enclosed areas below the lowest floor of a structure within flood zones A1-A30, AE or AH and also flood zone A if base flood elevation data are available, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, which are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:
 - (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and
 - (2) The bottom of all such openings no higher than one foot above the lowest adjacent finished grade.

Openings may be required with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

(Ord. No. 11-99, § 5.2-2, 8-2-1999)

Sec. 46-136. - Utilities.

- (a) Machinery and equipment servicing a building must either be elevated to or above the base flood level or designed to prevent water from entering or accumulating within the components during a flood. This includes heating, ventilating, and air conditioning equipment, hot water heaters, appliances, elevator lift machinery and electrical junction and circuit breaker boxes. Any electrical outlets located below the base flood elevation shall be installed on a GFI circuit. When located below the base flood elevation, a professional engineer's or architect's certification of the design is required.
- (b) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems.
- (c) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall.
- (d) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. 11-99, § 5.2-3, 8-2-1999)

Secs. 46-137—46-155. - Reserved.

Subdivision IV. - Residential Structures (Except Coastal High Hazard Areas)

Sec. 46-156. - Elevation.

The following standards, in addition to the standards in sections 46-109 and 46-110, and subdivision III of this division apply to all structures located in areas of special flood hazard as indicated:

- (1) Within flood zones A1-A30, AE and also flood zone A if base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above the base flood level plus a minimum an 18-inch freeboard or additional height.
- (2) Within flood zone A, when no base flood elevation data are available, new and substantially improved structures shall have the lowest floor (including basement) elevated at least three feet above the highest adjacent grade.
- (3) Within flood zone AO, new and substantially improved structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's flood insurance rate map enumerated in section 46-28, at least two feet if no depth number is specified.
- (4) Within flood zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.

(Ord. No. 11-99, § 5.3-1, 8-2-1999)

Secs. 46-157—46-179. - Reserved.

Subdivision V. - Residential Structures (Coastal High Hazard Areas)

Sec. 46-180. - Applicability of subdivision provisions.

The standards of this subdivision, in addition to the standards in section 46-108, and subdivision III of this division apply to structures located in areas of special flood hazard shown as flood zones V1-V30, VE or V on the community's flood insurance rate map designated in section 46-28.

(Ord. No. 11-99, § 5.4, 8-2-1999)

Sec. 46-181. - Elevation.

New construction and substantial improvements shall be elevated on pilings, columns or shear walls such that the bottom of the lowest horizontal structural member supporting the lowest elevated floor (excluding columns, piles, diagonal bracing attached to the piles or columns, grade beams, pile caps and other members designed to either withstand storm action or break away without imparting damaging loads to the structure) is elevated to or above the level of the base flood plus an additional 18 inches of freeboard or additional height minimum so as not to impede the flow of water.

(Ord. No. 11-99, § 5.4-1, 8-2-1999)

Sec. 46-182. - Determination of loading forces.

Structural design shall consider the effects of wind and water loads acting simultaneously during the base flood on all building components.

- (1) The structural design shall be adequate to resist water forces that would occur during the base flood. Horizontal water loads are considered if bulkheads, walls, or other natural or manmade flow obstructions could cause wave runoff beyond the elevation of the base flood.

- (2) The building shall be designed and constructed to resist the forces due to wind pressure. Wind forces on the superstructure include windward and leeward forces on vertical walls, uplift on the roof, internal forces when openings allow wind to enter the house, and upward force on the underside of the house when it is exposed. In the design, the wind should be assumed to blow potentially from any lateral direction relative to the house.
- (3) Wind loading values used shall be those required by the building code.

(Ord. No. 11-99, § 5.4-2, 8-2-1999)

Sec. 46-183. - Foundation standards.

- (a) The piling or column foundation and structure attached thereto shall be adequately anchored to resist flotation, collapse or lateral movement due to the effects of wind and water pressure acting simultaneously on all building components. The foundation must be designed to transfer safely to the underlying soil all loads due to wind, water, dead load, live load and other loads (including uplift due to wind and water).
- (b) Spread footings and fill material shall not be used for structural support of new buildings or substantial improvements of an existing structure.

(Ord. No. 11-99, § 5.4-3, 8-2-1999)

Sec. 46-184. - Pile foundation design.

- (a) The design ratio of pile spacing to pile diameter shall not be less than eight to one for individual piles. This shall not apply to pile clusters located below the design grade. The maximum center-to-center spacing of wood piles shall not be more than 12 feet on center under loadbearing sills, beams, or girders.
- (b) Pileings shall have adequate soil penetration (bearing capacity) to resist the combined wave and wind loads (lateral and uplift) associated with the base flood acting simultaneously with typical structure (live and dead) loads, and shall include consideration of decreased resistance capacity caused by erosion of soil strata surrounding the piles. The minimum penetration for foundation piles is to an elevation of five feet below mean sea level (msl) datum if the BFE is plus ten msl or less, or to be least ten feet below msl if the BFE is greater than plus ten msl.
- (c) The pile foundation analysis shall also include consideration of piles in column action from the bottom of the structure to the stable soil elevation of the site. Piling may be horizontally or diagonally braced to withstand wind and water forces.
- (d) The minimum acceptable sizes for timber piles are a tip diameter of eight inches for round timber piles and eight inches by eight inches for square timber piles. All woodpiles must be treated in accordance with requirements of EPEE-C3 to minimize decay and damage from fungus.
- (e) Reinforced concrete piles shall be cast concrete having a 28-day ultimate compression strength of not less than 5,000 pounds per square inch, and shall be reinforced with a minimum of four longitudinal steel bars having a combined area of not less than one percent nor more than four percent of the gross concrete area. Reinforcing for precast piles shall have a concrete cover of not less than 1¼ inches for No. 5 bars and smaller and not less than 1½ inches for No. 6 through No. 11 bars. Reinforcement for piles cast in the field shall have a concrete cover of not less than two inches.
- (f) Piles shall be driven by means of a piledriver or drop hammer, jetted, or augered into place.
- (g) Additional support for piles in the form of bracing may include lateral or diagonal bracing between piles.
- (h) When necessary, piles should be braced at the ground line in both directions by a wood timber grade beam. These at-grade supports should be securely attached to the piles to provide support even if scoured from beneath.

- (i) Diagonal bracing between piles, consisting of two-inch by eight-inch (minimum) members bolted to the piles, shall be limited in location to below the lowest supporting structural member and above the stable soil elevation, and aligned in the vertical plane along pile rows perpendicular to the shoreline. Galvanized steel rods (minimum diameter one-half inch) or cable-type bracing is permitted in any plane.
- (j) Knee braces, which stiffen both the upper portion of a pile and the beam-to-pile connection, may be used along pile rows perpendicular and parallel to the shoreline. Knee braces shall be two- by-eight-inch lumber bolted to the sides of the pile/beam, or four- by-four-inch or larger braces framed into the pile/beam. Bolting shall consist of two five-eighths-inch lag bolts at each end for square members. Knee braces shall not extend more than three feet below the elevation of the base flood.

(Ord. No. 11-99, § 5.4-4, 8-2-1999)

Sec. 46-185. - Column foundation design.

Masonry piers or poured-in-place concrete piers shall be internally reinforced to resist vertical and lateral loads and be connected with a movement-resisting connection to a pile cap or pile shaft.

(Ord. No. 11-99, § 5.4-5, 8-2-1999)

Sec. 46-186. - Connections and fasteners.

Galvanized metal connectors, wood connectors, or a bolt of size and number adequate for the calculated loads must be used to connect adjoining components of a structure. Toe nailing as a principal method of connection is not permitted. All metal connectors and fasteners used in exposed locations shall be steel, hot-dipped galvanized after fabrication. Connectors in protected interior locations shall be fabricated from galvanized sheets.

(Ord. No. 11-99, § 5.4-6, 8-2-1999)

Sec. 46-187. - Beam-to-pile connections.

The primary floor beams or girders shall span the supports in the direction parallel to the flow of potential floodwaters and wave action and shall be fastened to the columns or piling by bolting, with or without cover plates. Concrete members shall be connected by reinforcement, if cast in place or, if precast, shall be securely connected by bolting and welding. If sills, beams or girders are attached to wood piling at a notch, a minimum of two five-eighths-inch galvanized steel bolts or two hot-dipped galvanized straps 3/16-inch by four inches by 18 inches each bolted with two one-half-inch lag bolts per beam member shall be used. Notching of pile tops shall be the minimum sufficient to provide ledge support for beam members without unduly weakening pile connections. Piling shall not be notched so that the cross section is reduced below 50 percent.

(Ord. No. 11-99, § 5.4-7, 8-2-1999)

Sec. 46-188. - Floor and deck connections.

- (a) Wood two-inch by four-inch (minimum) connectors or metal joist anchors shall be used to tie floor beams/girders. These should be installed on alternate floor joists, at a minimum. Cross bridging of all floor joists shall be provided. Such cross bridging may be one-inch by three-inch members, placed eight feet on-center maximum, or solid bridging of same depth as joist at same spacing.
- (b) Plywood should be used for subflooring and attic flooring to provide good torsional resistance in the horizontal plane of the structure. The plywood should not be less than three-fourths-inch total thickness, and should be exterior grade and fastened to beams or joist with 8d annular or spiral thread galvanized nails. Such fastening shall be supplemented by the application of waterproof industrial adhesive applied to all bearing surfaces.

(Ord. No. 11-99, § 5.4-8, 8-2-1999)

Sec. 46-189. - Exterior walls connections.

All bottoms of walls shall have any required breaks under a wall stud or an anchor bolt. Approved anchors would be used to secure rafters or joists and top and bottom plates to studs in exterior and bearing walls to form a continuous tie. Continuous 15/32-inch or thicker plywood sheathing—overlapping the top wall plate and continuing down to the sill, beam or girder—may be used to provide the continuous tie. If the sheets of plywood are not vertically continuous, then two-by-four nailer blocking shall be provided at all horizontal joints. In lieu of the plywood, galvanized steel rods of one-half-inch diameter or galvanized steel straps not less than one inch wide by 1/16-inch thick may be used to connect from the top wall plate to the sill, beam or girder. Washers with a minimum of three inches shall be used at each end of the one-half-inch round rods. These anchors shall be installed no more than two feet from each corner rod, no more than four feet on center.

(Ord. No. 11-99, § 5.4-9, 8-2-1999)

Sec. 46-190. - Ceiling joist/rafter connections.

- (a) All ceiling joists or rafters shall be installed in such a manner that the joists provide a continuous tie across the rafters. Ceiling joists and rafters shall be used at alternate ceiling joists/rafters connections to the wall top plate.
- (b) Gable roofs shall be additionally stabilized by installing two-by-four blocking on two-foot centers between the rafters at each gable end. Blocking shall be installed a minimum of eight feet toward the house interior from each gable end.

(Ord. No. 11-99, § 5.4-10, 8-2-1999)

Sec. 46-191. - Projecting members.

All cantilevers and other projecting members must be adequately supported and braced to withstand wind and water uplift forces. Roof eave overhangs shall be limited to a maximum of two feet and joist overhangs to a maximum of one foot. Larger overhangs and porches will be permitted if designed or reviewed by a registered professional engineer or architect and certified in accordance with section 46-212.

(Ord. No. 11-99, § 5.4-11, 8-2-1999)

Sec. 46-192. - Roof sheathing.

- (a) Plywood, or other wood material, when used as roof sheathing, shall not be less than 15/32-inch in thickness, and shall be of exterior sheathing grade or equivalent. All attaching devices for sheathing and roof coverings shall be galvanized or be of other suitable corrosion resistant material.
- (b) All corners, gable ends, and roof overhangs exceeding six inches shall be reinforced by the application of waterproof industrial adhesive applied to all bearing surfaces of any plywood sheet used in the sheathing of such corner, gable end, or roof overhang.
- (c) In addition, roofs should be sloped as steeply as practicable to reduce uplift pressures, and special care should be used in securing ridges, hips, valleys, eaves, vents, chimneys, and other points of discontinuity in the roofing surface.

(Ord. No. 11-99, § 5.4-12, 8-2-1999)

Sec. 46-193. - Protection of openings against wind load.

All exterior glass panels, window, and doors shall be designed, detailed, and constructed to withstand loads due to the design wind speed of 75 miles per hour. Connections for these elements must be designed to transfer safely the design loads to the supporting structure. Panel widths of multiple panel sliding glass doors shall not exceed three feet.

(Ord. No. 11-99, § 5.4-13, 8-2-1999)

Sec. 46-194. - Breakaway wall design standards.

- (a) The breakaway wall shall have a design safe loading resistance of not less than ten and not more than 20 pounds per foot, with the criterion that the square overall structure at the point of wall failure be confirmed using established procedures. Grade beams shall be installed in both directions for all piles considered to carry the breakaway wall load. Knee braces are required for front row piles that support breakaway walls.
- (b) Use of breakaway wall strengths in excess of 20 pounds per square foot shall not be permitted unless a registered professional engineer or architect has developed or reviewed the structural design and specifications for the building foundation and breakaway wall components, and certifies that:
 - (1) The breakaway wall will fail under water loads less than those that would occur during the base flood; and
 - (2) The elevated portion of the building and supporting foundation system will not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural).

Water loading values used shall be those associated with the base flood. Wind loading values shall be those required by the building code.

(Ord. No. 11-99, § 5.4-14, 8-2-1999)

Secs. 46-195—46-211. - Reserved.

Subdivision VI. - Nonresidential Structures (Except Coastal High Hazard Areas)

Sec. 46-212. - Standards for new and substantially improved nonresidential structures.

The following standards apply to new and substantially improved commercial, industrial and other nonresidential structures, in addition to the requirements in sections 46-109 and 46-110, and subdivision III of this division:

- (1) Within flood zones A1-A30, AE and AH, and also flood zone A if base flood elevation data are available, new construction and substantial improvements of any nonresidential structure, together with attendant utility and sanitary facilities, shall either:
 - a. Have the lowest floor, including basement or cellar, elevated to or above the base flood elevation plus an additional 18 inches of freeboard; or
 - b. Be floodproofed so that the structure is watertight below the base flood level with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- (2) Within flood zone AO, new construction and substantial improvements of nonresidential structures shall:
 - a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM or at least two feet if no depth number is specified; or
 - b. Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in subsection (1)b of this section

- (3) If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A floodproofing certificate or other certification shall be provided to the local administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of subsection (1)b of this section, including the specific elevation in relation to mean sea level to which the structure is to be floodproofed.
- (4) Within flood zones AH, and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structure on slopes.
- (5) Within flood zone A, when no base flood elevation data are available, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade.

(Ord. No. 11-99, § 5.5, 8-2-1999)

Secs. 46-213—46-232. - Reserved.

Subdivision VII. - Nonresidential Structure (Coastal High Hazard Areas)

Sec. 46-233. - Standards for new construction and substantial improvements.

In flood zones V1-V30, VE and also flood zone V if base flood elevations are available, new construction and substantial improvements of any nonresidential structure, together with attendant utility and sanitary facilities, shall have the bottom of the lowest member of the lowest floor elevated to above the base flood elevation plus an additional 18 inches of freeboard. Floodproofing of structures is not an allowable alternative to elevating the lowest floor to the flood elevation plus 18 inches in flood zones V1-V30, VE and V.

(Ord. No. 11-99, § 5.6, 8-2-1999)

Secs. 46-234—46-259. - Reserved.

Subdivision VIII. - Manufactured Homes and Recreational Vehicles

Sec. 46-260. - Applicability of subdivision standards.

The standards of this subdivision, in addition to the standards in subdivisions II and III of this division, apply in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

(Ord. No. 11-99, § 5.7(1), 8-2-1999)

Sec. 46-261. - Recreational vehicles.

Recreational vehicles placed on sites within flood zones A1-A30, AE, AH, V1-V30, V and VE shall either:

- (1) Be on site fewer than 180 consecutive days;
- (2) Be fully licensed and ready for highway use; or
- (3) Meet the requirements for manufactured homes in section 46-262(a), (c) and (d).

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site's disconnect-type utilities and security devices and has no permanently attached additions.

(Ord. No. 11-99, § 5.7(1), 8-2-1999)

Sec. 46-262. - Manufactured homes.

- (a) A manufactured home that is placed or substantially improved in flood zones A1-A30, AE, AH, V1-V30 or VE that is on site either: outside of an existing manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood; shall:
- (1) Within flood zones A1-A30, AE, and AH, be elevated on permanent foundation such that the lowest floor is elevated to or above the base elevation plus an additional 18 inches of freeboard and is securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement; or
 - (2) within flood zones V1-V30 and VE, be elevated on a pile foundation such that the bottom of the lowest structural member of the lowest floor (excluding piling and columns) is elevated to or above the base flood elevation plus an additional 18 inches of freeboard and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

- (b) A manufactured home to be placed or substantially improved in flood zone A1-A30, AE, AH, V1-V30, or VE, in an existing manufactured home park or subdivision that is not to be placed on a site on which a manufactured home has incurred substantial damage, shall be:
- (1) Elevated in a manner such as required in subsection (a) of this section; or
 - (2) Elevated such that the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement.
- (c) Within flood zone A or V, when no base flood elevation data are available, new and substantially improved manufactured homes shall have the floor elevated at least three feet above the highest adjacent grade.
- (d) Within flood zone AO, the floor shall be elevated above the highest adjacent grade at least as high as the depth number specified on the flood insurance rate map enumerated in section 46-28 or at least two feet if no depth number is specified.

(Ord. No. 11-99, § 5.7(2)—(5), 8-2-1999)

Secs. 46-263—46-287. - Reserved.

DIVISION 4. - APPEALS AND VARIANCES

Sec. 46-288. - Appeals to city council.

- (a) The city council shall hear and decide appeals and requests for variances from the requirements of this article.
- (b) The city council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the local administrator in the enforcement or administration of this article.

- (c) In passing upon such applications, the city council, shall consider all technical evaluations, all relevant factors and standards specified in other sections of this article and:
- (1) The danger that material may be swept onto other land to the injury of others;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and effect on individual owner;
 - (4) The importance of the service provided by the proposed facility to the community;
 - (5) The necessity to the facility of a waterfront location, where applicable;
 - (6) The availability of the alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding;
 - (11) The expected height, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (12) The costs of providing governmental services during and after flood conditions, including search and rescue operations and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.
- (d) Upon consideration of the factors of subsection (c) of this section and the purpose of this article, the city council may attach such conditions to the granting of variances as it deems necessary to further the purpose of this article.
- (e) The local administrator shall maintain the records of all appeal actions including technical information and report any variance to the Federal Emergency Management Agency upon request.

(Ord. No. 11-99, § 6.1, 8-2-1999)

Sec. 46-289. - Condition for issuance of variances.

- (a) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structure constructed below the base flood level, providing that items in section 46-288(c)(1)—(12) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- (b) Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
- (1) The proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure;
 - (2) The variance is the minimum necessary to preserve the historic character and design of the structure.
- (c) Variances may be issued by a community for new construction and substantial improvements and for other developments necessary for the conduct of a functionally dependent use provided that:
- (1) The criteria of subsections (a), (c), (e) and (f) of this section are met;
 - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.

- (d) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (e) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (f) Variances shall only be issued upon receiving written justification of:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, or will not create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (g) The applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that the cost of flood insurance will be commensurate with the increased risk resulting from lowest floor elevation.

(Ord. No. 11-99, § 6.2, 8-2-1999)

Secs. 46-290—46-311. - Reserved.

ARTICLE III. - DRAINAGE MAINTENANCE

Sec. 46-312. - Stream maintenance; standard operating procedure.

This standard operating procedure (SOP) specifies responsibilities and procedures for inspecting and cleaning the creeks and ditches in the city.

(Ord. No. 5-93, § 1, 11-11-1993)

Sec. 46-313. - Allocation of responsibilities.

- (a) The ~~director of public works~~local floodplain administrator is responsible for the administration of this standard operating procedure (SOP). He shall inspect the creeks, ditches and retention basins and ensure that they are cleaned in accordance with the SOP.
- (b) The ~~director of public works~~local floodplain administrator is responsible for maintenance of all ditches and creeks on park property.
- (c) The ~~director of public works~~local floodplain administrator is responsible for enforcing this article which prohibits dumping materials in the creeks of the city.
- (d) Property owners are responsible for maintaining the ditches on their properties. City personnel shall not enter onto private property unless an easement has been obtained or unless the problem is deemed an emergency and guidance has been provided by the city attorney.

(Ord. No. 5-93, § 2, 11-11-1993)

Sec. 46-314. - Jurisdiction.

- (a) This standard operating procedure (SOP) covers all creeks, retention basins and ditches in the city.

~~(b) This SOP covers the following retention basins:~~

~~(1) — Kemah Oaks.~~

~~(2) — Third Street pump station.~~

(Ord. No. 5-93, § 3, 11-11-1993)

Sec. 46-315. - Authority.

- (a) The city has the legal authority to inspect and maintain all creeks, ditches and retention basins on city property.
- (b) Where the owner has dedicated a drainage maintenance easement to the city, the city has the legal authority to enter onto the property for the purposes of inspecting and maintaining creeks and ditches.
- (c) Where the owner has not dedicated a drainage maintenance easement to the city, the city may request permission to enter onto the property for the purpose of inspecting and maintaining creeks and ditches. If such permission is denied and the city determines that the problem affects the general health and welfare of the city, appropriate legal action may be pursued.

(Ord. No. 5-93, § 4, 11-11-1993)

Sec. 46-316. - Identification of problems.

- (a) The ~~director of public works~~local floodplain administrator or his designee shall inspect all the watercourses and basins. One inspection will run in February, one in April before the spring flood season, and one in July.
- (b) After each major storm, the ~~director of public works~~local floodplain administrator, or his designee, shall inspect ~~the following~~ choke points where debris has been known to accumulate:
 - ~~(1) 3rd Street pump station.~~
 - ~~(2) 518 drainage system.~~
 - ~~(3) 8th Street alley lift station.~~
 - ~~(4) Arla drainage system.~~
- (c) The ~~director of public works~~local floodplain administrator, or his designee, shall inspect all complaints submitted by residents, the health inspector, the floodplain administrator or other offices.
- (d) If an inspection identifies a problem, the inspector shall describe it on the city drainage problem report form, a copy of which is found in section 46-318.
 - (1) The top portion of the form shall be completed by whoever identifies the problem.
 - (2) The ~~director of public works~~local floodplain administrator shall complete the middle portion of the form and assign a work priority to the project. A copy shall be kept by the department secretary to assist in tracking the city's response to the problem.
 - (3) The maintenance crew chief assigned to the project shall complete the bottom portion of the form.
 - (4) When the form is completed it shall be filed in the public works department work order files. If the problem was identified by someone outside the department, a copy of the form shall be sent to the person or office who reported the problem.

(Ord. No. 5-93, § 5, 11-11-1993)

Sec. 46-317. - Maintenance.

- (a) *Problems.* Maintenance problems are defined as:
 - (1) Trash: manmade objects, such as garbage, shopping carts, fires, lumber, furniture and appliances. Animal carcasses are also included as trash.

- (2) Minor problems: vegetable growth, tree limbs and other naturally occurring debris. Sedimentation in a retention basin is also included.
- (3) Obstruction: fallen trees, culvert damage, logjam, large appliance or car body, etc., that by itself obstructs the flow of the ditch or stream.
- (4) Major problem: culvert damage, sedimentation, failure of concrete lining, etc.

(b) *Duties.*

- (1) On public property: The ~~director of public works~~ City of Kemah shall schedule a maintenance crew to remove all obstructions expeditiously.
- (2) On private property with drainage maintenance easements: removal of trash, minor problems, and obstructions shall be the responsibility of the owner. Resolution of major problems shall be the responsibility of the City of Kemah.
- (3) On private property without drainage easements: removal of trash, minor problems, and obstructions shall be the responsibility of the owner. With the owner's permission and at the City of Kemah's option, the City shall resolve major problems.

- (c) *Completion of project.* Upon completion of a maintenance project, the responsible crew chief shall complete the drainage problem report form and provide it to the ~~department of public works secretary~~ City of Kemah for filing. The city floodplain administrator may periodically inspect projects and note their findings on the form.

(Ord. No. 5-93, § 6, 11-11-1993)

Sec. 46-318. - Drainage problem report form.

The form to be used to investigate and address drainage problems is as follows:

DRAINAGE PROBLEM REPORT FORM

Date: _____ Inspector: _____

Location: (Identify stream or basin name, downstream and upstream streets or reference points, and location of problem. Provide sketch as needed).

Type of Problem:

_____ Trash _____ Minor _____ Obstruction _____ Structural

Recommended maintenance: _____

Is equipment needed? _____ If so, list equipment needed: _____

Date: _____ Right of entry needed? _____ / _____ / _____

Work order description: _____

State permit needed: _____ Work order number _____

Date: _____ Crew Chief: _____

Maintenance performed: _____
_____/_____/_____

Inspected by: _____

(Ord. No. 5-93, 11-11-1993)



Kemah City Council Agenda Item #12 charge for residential trash service.

Council Member generated Agenda Item

CITY OF KEMAH
SOLID WASTE AND RECYCLING AGREEMENT

This Agreement is made and entered into as of SEPTEMBER 10 2018, by and between the City of Kemah, Texas, a municipal corporation located principally in Galveston County; Texas (hereinafter the "City"), and AmeriWaste, Inc. (herein after "CONTRACTOR") with an effective date of OCTOBER 1, 2018

Section 1.
Definitions of Terms

Whenever in this Agreement the following terms are used, they shall be defined as follows:

Bulky Waste. Solid Waste not easily containerized in a Cart, Dumpster or Roll Off such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

Bundle. Yard Trimmings securely tied together forming an easily handled package not exceeding five feet in length or 50 lbs. in weight.

Business Day. Monday through Sunday between the hours of 8:00am to 6:00pm, excluding Federal Holidays

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper.

City. The City of Kemah, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

City Council. The governing body of the City.

City Event. An event designated by the City Administrator to receive City Services

City Facility. A City-owned or operated facility. The City Administrator has the sole authority to add or eliminate City Facilities to receive City Services.

City Services. Solid Waste Services and Recycling Services for City Events and City Facilities.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site and removing Recyclable Materials for transport to a Recycling Facility.

Commercial and Industrial Refuse. All Bulky Waste, Construction Debris, Garbage, Yard Waste and Rubbish generated by a Producer at a Large Commercial and Industrial Unit.

Commercial and Industrial Unit. All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City that are not classified as a residential unit or light commercial unit.

Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

Commercial Revenues. All revenues generated from this Agreement.

Contractor. Shall mean the person, corporation, or partnership performing solid waste collection and disposal along with recycling collection and processing.

Construction Debris. Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.

Curbside. The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in Kemah.

Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

Disposal Site or Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

Dumpster. A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage. In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.”

Generator. Any person or entity that produces Solid Waste and/or Recyclable Materials.

Green Waste. Grass, leaves, tree trimmings, branches and other items derived from plants. This does not include tree trunks or root balls.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a thirty-two (32) gallon container, or if it can be placed into a thirty-three (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely lifted and placed upon a truck by two (2) people. Heavy trash shall include tree limbs less than five feet (5') in length and loose lumber less than five feet (5') in length provided the aggregate weight of such tree limbs and/or lumber does not exceed two hundred (200) pounds.

Household Hazardous Waste. Waste that would be chemically or physically classified as Hazardous Waste but is excluded from regulation as a Hazardous Waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household and generally includes fertilizers, pesticides, paint, paint-related materials, household cleaners, white goods (free of Freon), batteries, thermometers, automotive products, electronics, poop chemicals, aerosol cans, tires, fluorescent bulbs and small propane containers. Household Hazardous Waste does not include business/commercial waste, medical waste (pharmaceuticals, sharps/needles), radioactive waste, PCBs, dioxins, ammunitions, explosives, compressed gas cylinders, smoke detectors.

Light Commercial Unit. A commercial unit generating not more than four (4) ninty-six (96) gallon containers of Commercial Refuse during a calendar week.

May or Should. Not mandatory but permissible.

Mulching. Grinding of Yard Trimmings for use as mulch.

Processing. The Recycling of Program Recyclable Material into Recovered Materials and the composting or mulching of Yard Trimmings.

Program Recyclable Materials. Means the following:

Loose, bagged, or tied with string or twine, Kraft paper; Loose, bagged, or tied with string or twine corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; Loose, bagged, or tied with string or twine old newspaper including slick paper inserts; Other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-form perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; Any #1 through #7 rigid plastic bottle, container, jug; Beverage containers, steel “tin” food cans, bi-metal containers, aerosol cans, lids composed primarily of whole iron or steel and other recyclable material of a similar nature.

Recovered Materials. Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered materials as described above are not Solid Waste.

Recyclable Materials. In accordance with 30 Texas Administrative Code § 330.3, defined as “A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.”

Recycling or Recycle. In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by Residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.”

Recycling Bin. A Bin (18 gallon in size) exclusively utilized for Recycling Services.

Recycling Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

Recycling Services. Collection of Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for processing.

Refuse. A nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including construction debris.

Resident. A person whom resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the ACM to be

served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

Residential Waste Services. Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units and Light Commercial Units.

Roll-off. A watertight receptacle, with a capacity of approximately twenty (20) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, Cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

Shall or Must. Mandatory and not merely discretionary or optional.

Single Stream. System in which all Program Recyclable Materials are commingled and that do not require the Generator to separate prior to Collection.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does **not** include:

- (a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- (b) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- (c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*)
- (d) Excluded Waste.

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special wastes are:

- (a) Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes);
- (b) Class 1 industrial nonhazardous waste;
- (c) Untreated medical waste;
- (d) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- (e) Septic tank pumpings;
- (f) Grease and grit trap wastes;
- (g) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f);
- (h) Slaughterhouse wastes;
- (i) Dead animals;
- (j) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- (k) Pesticide (insecticide, herbicide, fungicide, or rodenticide);
- (l) Discarded materials containing asbestos;
- (m) Incinerator ash;
- (n) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices);
- (o) Used oil;
- (p) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter;
- (q) Waste generated outside the boundaries of Texas that contains:
 - a. any industrial waste;
 - b. any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
 - c. any item listed as a special waste in this paragraph;
- (r) Lead acid storage batteries; and
- (s) Used-oil filters from internal combustion engines.

Unit. Residential and Non-Residential Units that qualify for services

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion this Agreement and the carrying out of all duties and obligations imposed by this Agreement.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

Yard Trimmings Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for composting and/or mulching of Yard Trimmings. A Yard Trimmings Facility may be publicly or privately owned and may consist of several Disposal operational units.

Section 2. Scope of Services

The Work to be done shall consist of providing Solid Waste Services (as defined above) which includes the collecting, processing and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), Green Waste, and Program Recyclable Materials collected from every Residential, Light Commercial, Commercial and Industrial Units within the corporate limits of the City as the present and future boundaries exist. .

Section 3. Vehicles and Equipment

1. CONTRACTOR shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. CONTRACTOR shall provide, at all times, well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. CONTRACTOR shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking or blowing. CONTRACTOR shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers' specifications. CONTRACTOR'S name and telephone number shall be clearly marked on both sides of each vehicle or equipment.
2. All Dumpsters and Roll-off Containers shall be maintained by CONTRACTOR in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the CONTRACTOR and Customer. All Roll Off loads must meet TxDOT weight requirements.

**Section 4.
Collection Schedule and Frequency**

1. Residential Collections: CONTRACTOR shall schedule all residential collections on a Monday/Thursday cycle. No residential collection shall be made on Sundays unless CONTRACTOR is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). CONTRACTOR shall pick up Green Waste on each scheduled collection day. CONTRACTOR shall pick up Heavy Trash on the second day of the weekly collection.
2. Light Commercial Collections: CONTRACTOR shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made prior to 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.
3. Commercial and Industrial Collections: CONTRACTOR shall schedule commercial and industrial collection at least twice a week for Solid Waste (excluding Heavy Trash) and Green Waste.
4. Curbside Recycling Collections: CONTRACTOR shall pick up Program Recyclable Materials at least once a week to all Residential Customers.

**Section 5.
Collection Days and Routing**

1. Collection shall occur in a routine manner following established routes.
2. CONTRACTOR shall create routes based on customer needs for Light Commercial, Commercial and Industrial Collections. Should a routing schedule change be approved, CONTRACTOR shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time
3. CONTRACTOR shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer, except for Heavy Trash, which may be picked up on the first or second pass. CONTRACTOR may, in its sole discretion, reject any Excluded Waste provided by the Customer.

**Section 6.
Holiday Schedule**

1. CONTRACTOR may observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. CONTRACTOR shall provide each Customer affected by a holiday at least one collection day during the Holiday week.

**Section 7.
Customer Service Office**

1. CONTRACTOR shall provide and staff an office facility to receive customer calls and to provide face to face service.
2. CONTRACTOR shall maintain a dedicated local telephone line or dedicated toll-free line to receive customer complaints or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday

and until 12:00 PM on Saturdays. CONTRACTOR shall provide an email address for customers to use to submit complaints.

3. CONTRACTOR shall maintain a dedicated internet email address to receive complaints or comments from customers.

Section 8. Performance Standards

CONTRACTOR and employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways or damaging landscaping;
2. Dumpsters, Roll-offs and Compactors shall be replaced upright at a place as agreed upon with the Customer, without obstructing traffic or damaging landscape but allowing for accessible pick-up by CONTRACTOR;
3. CONTRACTOR shall not leave loose material, which during collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the collection operations;
4. CONTRACTOR shall maintain a consistent route schedule and comply with provisions related to hours of service;
5. Collection schedules shall be consistently performed as to morning or afternoon collection times;
6. CONTRACTOR will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance;
7. CONTRACTOR shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the CONTRACTOR and CONTRACTOR shall pick up any spillage caused by CONTRACTOR or its employees; and
8. Collection areas shall be free of litter and debris larger than three inches (3") within ten-foot radius of the garbage/refuse containers.

Section 9. Collections

It is hereby agreed, understood and contracted that CONTRACTOR shall perform the following acts:

1. Residential Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding ninety-six (96) gallon in size at least twice a week. CONTRACTOR shall collect and dispose of Green Waste, placed in bags of adequate strength, from each Residential Unit. Contractor shall also collect and dispose if branches, bush and similar woody material are bundled and tied in lengths not exceeding five feet (5') or having diameters not exceeding eighteen inches (18") at least once a week, except for emergencies resulting from force majeure events or Acts of God. CONTRACTOR shall collect and

- dispose of Heavy Trash (including Household Appliances) from each Residential Unit at least once a week. Household appliances shall mean furniture, washing machines, dryers, stove and the like. Household appliances using freon shall not be required to be collected unless such freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect.
2. Light Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste placed in garbage and refuse containers from each Light Commercial Unit not exceeding ninety-six (96) gallon in size at least twice a week. CONTRACTOR shall not collect and dispose of Green Waste and Heavy Waste from each Light Commercial Unit. Light Commercial Unit may not exceed four (4) ninety-six (96) gallon containers per week.
 3. Commercial and Industrial Units: CONTRACTOR shall collect and dispose of Solid Waste, Program Recycling Materials and Green Waste from each Commercial and Industrial Unit within the City. CONTRACTOR'S collection frequency shall occur according to directive of the Customer. CONTRACTOR shall provide all containers for use by all Commercial and Industrial Units, which containers shall allow to be Solid Waste, Green Waste and Program Recycling Materials to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial and Industrial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly. CONTRACTOR shall not place dumpsters on City right-of-way without the written permission from the City Administrator or designee.
 4. City Facilities: CONTRACTOR shall collect and dispose of Solid Waste and Program Recycling Materials at all City Facilities as requested by the City. Solid Waste and Program Recycling Materials at each site shall be placed in bins or dumpsters provided by the CONTRACTOR. CONTRACTOR shall collect all Program Recyclable Materials as requested at City facilities once a week. A list of City Facilities is attached and incorporated as Exhibit A. These services shall be at no cost to the City.
 5. Curbside Recycling Services: CONTRACTOR shall pick up all Program Recyclable Materials from every Light Commercial Unit (if Customer opted) and Residential Unit, once each week, except when a City holiday occurs during such week (in which event the pick-up scheduled for that day shall be postponed until the next scheduled recycle pick-up) CONTRACTOR shall provide a single eighteen (18) gallon plastic bin for each Customer in the collection of Program Recyclable Materials. The Recycling Bin shall remain the property of CONTRACTOR. CONTRACTOR shall replace a Recycling Bin at no charge to the Customer if the Recycling Bin has been damaged through no fault of the Customer. If a Customer loses their Recycling Bin, a replacement bin can be purchased by the Customer at a price agreed upon between the City and CONTRACTOR.
 6. Commercial/Industrial Recycling Services: If a Commercial and Industrial Unit Customer elects, CONTRACTOR shall pick up all Program Recyclable Materials from every Commercial and Industrial Unit as directed by the Customer. CONTRACTOR shall provide appropriate containers for each Customer in the collection of recyclables. The recycling containers shall remain the property of CONTRACTOR. CONTRACTOR shall replace a recycling container at no charge to the Customer if the recycling bin has been damaged through no fault of the Customer.
 7. Non-Profit Civic Group Clean-up Efforts: CONTRACTOR shall make every reasonable effort to work with interested, responsible organizations to further the goals of keeping League City beautiful. CONTRACTOR shall work with non-profit, civic groups to organize citywide clean-ups.
 8. Normal Household Hazardous Waste (NHHW) Collection: CONTRACTOR shall provide a minimum of one (1) Normal Household Hazardous Waste collection per quarter on a call-in basis.

Normal Household Hazardous Waste will include such items as household paint, refrigerators, and electronics (computers and televisions). Residents are directed to call the Contractor and be placed on the list for pickup. Contractor will contact each resident who is on the list two (2) days prior for pickup placement. Contractor has the right to refuse pickup of excessive amounts of NHHW.

Section 10. Customer Rates

Subject to adjustments described in Section 11, CONTRACTOR shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached and incorporated as Exhibit B. The rate schedule shall be updated annually based on the CPI Adjustment and the Fuel Adjustment. Any written and signed (by both parties) updated Exhibit B shall be incorporated into this Agreement. For all Residential Customers, the City shall compensate CONTRACTOR according the rate schedule in Exhibit B. For all Light Commercial, Commercial and Industrial Customers, CONTRACTOR shall bill the Customer directly and collect all customer fees, sales tax amounts and franchise fees and remit the required amounts to the City within the required timeframe.

Section 11. Annual Customer Rate Adjustment

1. CPI Adjustment: Following the second year of the agreement and each year thereafter, the City shall automatically adjust the base rate for all Customers. The rate of adjustment (hereinafter "CPI Adjustment") shall equal 85% of the Consumer Price Index-All Urban Consumers from the previous calendar year as published by the United States Department of Labor, Bureau of Statistics. The CPI Adjustment shall be calculated before any Fuel Adjustment calculation or other rate adjustment calculation.
2. Fuel Adjustment: Following the first year of the agreement and each year thereafter, the City shall also automatically adjust the base rate for all Customers based on changes in diesel fuel prices on January 1st of the current year and in accordance with the Fuel Schedule, attached and incorporated as Exhibit C. The rate of fuel adjustment (hereinafter "Fuel Adjustment") shall be as determined by reference to the Energy Information Administration of the US Department of Energy's ("EIA/DOE") Weekly Retail On Highway Diesel Prices for the Gulf Coast and Exhibit C. The City shall round the fuel adjustment rate to the nearest cent. The EIA/DOE currently publishes diesel fuel prices on their website.

Section 12. Franchise Fees and Remuneration

1. For Residential Units: The City shall pay CONTRACTOR on a monthly-basis; such remittance to be received by CONTRACTOR by the 15th of the month following the month service was rendered.
2. For Light Commercial, Commercial and Industrial Units: CONTRACTOR shall bill Light Commercial, Commercial and Industrial Unit Customers directly. CONTRACTOR shall remit to the City a monthly franchise fee of eight percent (8%) of the monthly collected fees from the previous month. Franchise fees shall be remitted within twenty (20) days of previous service month. The franchise fee will be calculated based on the gross Commercial revenues (excluding sales tax and the franchise fee itself) generated in the City from all Light Commercial, Commercial and Industrial Units. The franchise fee is subject to adjustment by the City during the term of this Agreement. In

addition, CONTRACTOR shall supply a report showing the gross revenues collected and used for calculating the franchise fee. Report shall also include a listing company name, location address and any other pertinent information.

Section 13. Safety

CONTRACTOR shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. CONTRACTOR shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.

Section 14. Insurance

CONTRACTOR shall comply with every condition contained herein. CONTRACTOR shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance, at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent successful proposers, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.
2. Automobile liability insurance shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
3. Policies shall be endorsed to provide the City of Kemah a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Kemah as an additional insured on General Liability and Auto.
4. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).
5. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the Proposer must meet each stipulation required by the Texas Workers Compensation Commission; (Note: if you have questions concerning these requirements you should contact the TWCC at (512) 440-3789).

Section 15. Ownership of Waste

Title to Solid Waste and Program Recyclable Materials shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle, removed by CONTRACTOR from a Cart, Dumpster or Roll Off, or removed by CONTRACTOR from the customer's premises, whichever last occurs.

CONTRACTOR shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to CONTRACTOR.

Section 16.
Minimum Program Recyclable Materials

CONTRACTOR shall, at a minimum, collect all Program Recyclable Materials from Light Commercial, Commercial and Industrial Units (if Customer opted) and from all Residential Units.

Section 17.
Spillage

It is understood and agreed that CONTRACTOR shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste or Recyclable Materials not caused by CONTRACTOR rendering of the Services, or be required to collect and dispose of any excess Solid Waste, Green Waste or Recyclable Materials placed outside of the Containers by any Customers. CONTRACTOR may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly contain such Solid Waste, Green Waste and/or Recyclable Materials. Should excess Solid Waste, Green Waste and/or Recyclable Materials continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste, Green Waste and/or Recyclable Materials will be regularly contained. CONTRACTOR shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection

Section 18.
Litter and Odor Control

It is understood and agreed that CONTRACTOR shall clean up any litter larger than three inches (3") within a ten-foot radius of Collection Area caused by the provision of services. Collection equipment shall be maintained as to prevent odors. CONTRACTOR shall routinely clean collection equipment to maintain a standard of cleanliness.

Section 19.
Disposal Site

1. Disposal Site: CONTRACTOR shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

Section 20. Personnel

CONTRACTOR shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. CONTRACTOR shall provide 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day via a non-toll call from the City;
2. CONTRACTOR will hire and maintain Qualified personnel to provide the scope of services, including an operations manager;
3. CONTRACTOR will hire personnel who normally or regularly come into direct contact with the public. CONTRACTOR shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;
4. CONTRACTOR shall ensure all appropriate personnel have a valid commercial driver's license;
5. CONTRACTOR shall retain any necessary temporary labor; and
6. CONTRACTOR shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

Section 21. Subcontractors

1. CONTRACTOR shall not subcontract any task under the Agreement without the written consent of the City. CONTRACTOR shall submit a list of potential subcontractors for advance approval of the City.
2. Subcontractors shall be considered employees of CONTRACTOR under the terms of this Agreement. CONTRACTOR shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

Section 22. Record Keeping and Reporting

CONTRACTOR shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than twenty (20) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Agreement and for a period of five (5) years after last or final payment. Reports will have information specified below and be in electronic format:

1. Document complaints, on a daily-basis, including the address, time and date for each and the reason, and resolution;
2. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements;

3. Other record keeping and reporting requirements as agreed upon by City and CONTRACTOR.

**Section 23.
Complaints**

1. CONTRACTOR shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
2. All Customer complaints about services shall be made and routed directly to CONTRACTOR and shall be given prompt and courteous attention.
3. CONTRACTOR shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.
4. In the case of alleged missed collections, CONTRACTOR shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received.

**Section 24.
Termination**

1. Termination by the City: The City may terminate the Agreement in the event of default by CONTRACTOR and failure by CONTRACTOR to cure such default after receiving notice thereof, as provided in this subsection. Default by the CONTRACTOR shall occur if CONTRACTOR fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to CONTRACTOR describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, CONTRACTOR cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If CONTRACTOR fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.
 - a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:
 - Failure of CONTRACTOR to perform or observe any of the obligations, agreement, and conditions required to be performed or observed;
 - Failure of the CONTRACTOR to commence work operations within the time specified in the Agreement;
 - Failure of the CONTRACTOR to provide and maintain sufficient labor and equipment to properly execute working operations;
 - Evidence that the CONTRACTOR has abandoned the work;

- Evidence that the CONTRACTOR has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
 - Failure on the part of the CONTRACTOR to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or
 - Indication that the CONTRACTOR has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.
- b. Upon the effective date of termination as contained in the notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Agreement.
- c. Within thirty (30) days after the date of termination, CONTRACTOR shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate CONTRACTOR for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.
- d. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by CONTRACTOR:
- The City determines and notifies CONTRACTOR such default poses an immediate threat to the health or safety of any person or to any property interest, and if CONTRACTOR has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, CONTRACTOR shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing CONTRACTOR;
 - The City may withhold all or part of any sums which would otherwise be due to CONTRACTOR, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever;
 - In the event that CONTRACTOR shall fail to perform any of the material provisions of this CONTRACT, the City shall promptly notify the CONTRACTOR of its noncompliance, stating with particularity the facts relating thereto and the period of time CONTRACTOR has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or
 - The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.
2. Termination by CONTRACTOR: CONTRACTOR may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, CONTRACTOR may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which CONTRACTOR considers the City to be in default, giving sufficient details of the alleged breach to

enable the City to cure and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. CONTRACTOR, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, CONTRACTOR may terminate its performance under this Agreement as of such date.

**Section 25.
Sales Tax**

CONTRACTOR agrees to provide the City with adequate assurance that all sales taxes collected in the City of Kemah by CONTRACTOR will be deposited with the State and reported as collected in the City of Kemah.

**Section 26.
Term of Agreement; Geographic Boundaries**

1. The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2018 and concluding on September 30, 2023.
2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for an additional period of five (5) years provided that the City provides the CONTRACTOR with written notice of its intent to extend this Agreement at least 180 days prior to the expiration date of the Agreement, (September 30, 2023), by registered mail, return receipt requested, and CONTRACTOR has not provided prior written notice of its intent to terminate at least 180 days prior to expiration of the initial five year term of this Agreement (September 30, 2023).
3. If CONTRACTOR provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional five-year term, this Agreement will cease to be renewed and will terminate on September 30, 2023 unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to three (3) additional five (5) year terms in accordance with the provisions of this Agreement.
4. CONTRACTOR shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, CONTRACTOR shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.
5. In no event shall any person be permitted to independently contract for the collection of Construction Debris.

**Section 27.
Impediments**

CONTRACTOR shall only be responsible for providing Solid Waste service to Customers whose Carts, Cans, Dumpsters, or Compactors are accessible to CONTRACTOR. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, CONTRACTOR shall notify the City of any such impediment including

specific locations. CONTRACTOR shall be required to put forth a good-faith effort to collect all Solid Waste.

**Section 28.
Silence of Specifications**

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

**Section 29.
Force Majeure**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, CONTRACTOR and the City shall negotiate the payment to be made to CONTRACTOR. Further, when the parties reach such agreement, the City shall grant CONTRACTOR variances in routes and schedules, as deemed necessary.

**Section 30.
Governing Law**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Galveston County, Texas. CONTRACTOR agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

**Section 31.
INDEMNITY AND RELEASE**

CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT

LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR GROSSLY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.

CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE FIRM'S WORK TO BE PERFORMED HEREUNDER.

THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE FIRM, OR ANY THIRD PARTY.

**Section 32.
Severability**

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either CONTRACTOR or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

**Section 33.
Entire Agreement**

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

**Section 34.
Third Parties**

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

**Section 35.
Notices**

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:

When to the City: City of Kemah
1401 Hwy 146
Kemah, TX 77565
Attn: City Administrator

When to the CONTRACTOR: Ameriwaste, Inc.,
P.O. Box 1351
Alvin, Texas 77512
Attn: President

When to the City for payment: City of Kemah
1401 Hwy 146
Kemah, TX 77565
Attn: Accounts Payable

**Section 36.
Exhibits**

- Exhibit A – Schedule of City Facilities
- Exhibit B – 2018-2019 Rate Schedule
- Exhibit C – Fuel Schedule

(signature block on next page)

In witness hereof, CONTRACTOR and the CITY have executed this Agreement this 10th day of SEPTEMBER, 2018.

AMERIWASTE, INC.
(the "CONTRACTOR")



Janell Marin, President

CITY OF KEMAH, TEXAS (the "City)



Carl Joiner, Mayor

Attest:



Melissa Chilcote, City Secretary

Exhibit A **City Facilities**

Exhibit B

2018-2019 Rate Schedule

RESIDENTIAL SOLID WASTE COLLECTION RATES

Rate per Residential Unit with Resident Provided Container	\$14.52 per Unit
Rate per Residential Unit with a 96 Gallon Cart Provided by Contractor	\$15.47 per Unit

LIGHT COMMERCIAL SOLID WASTE COLLECTION RATE

Container Size	Weekly Collection Frequency	2	Additional Cart	
96-gallon cart		\$58.50	\$31.00	

COMMERCIAL DUMPSTER FEES

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
2 CY	\$82.32	\$94.85	 	 	 	 	\$30.00
4 CY	\$94.85	\$119.89	\$146.27	 	 	 	\$35.00
6 CY	\$111.15	\$169.89	\$250.52	\$336.51	\$424.09	\$509.96	\$40.00
8 CY	\$178.93	\$229.06	\$345.34	\$459.86	\$572.58	\$687.08	\$45.00

COMMERCIAL RECYCLING FEES

Container Size	Weekly Collection Frequency			
	1	2	3	4
6 CY	\$88.92	\$135.91	 	
8 CY	\$143.14	\$183.24	 	

ROLL-OFF CONTAINER FEES Type IV

Roll-Off Size	Haul Rate with Disposal
20 CY	\$350.00
30 CY	\$450.00
40 CY	\$525.00

MISCELLANEOUS FEES

Caster Fees	\$17.50	per month
Locking Device Fees	\$12.50	per month
Roll-off delivery – one-time charge	\$125.00	per delivery
Roll-off Rental Fee	\$5.00	per day
Compactor Transportation Fee	\$300.00	per pull
Disposal Rate Type I Landfill per ton	\$31.50	per ton
Minimum Disposal Fees – 4 Tons		

Exhibit C

Fuel Schedule

Fuel Fee Structure				
Adjustment Period				
Once/Quarter (1st day of Qtr)				
Feb/May/Aug/Nov				
every \$0.25 decrease thereafter additional				
			com/CY	ind/haul
	\$0.42	\$0.66	(\$0.10)	(\$2.00)
	\$0.67	\$0.91	(\$0.50)	(\$14.00)
	\$0.92	\$1.16	(\$0.40)	(\$12.00)
	\$1.12	\$1.41	(\$0.30)	(\$10.00)
	\$1.42	\$2.41	(\$0.20)	(\$8.00)
base price (6-5-17 EIA)	\$2.42	\$3.41	(\$0.10)	(\$6.00)
	\$3.42	\$3.66	\$0.00	\$0.00
	\$3.67	\$3.91	\$0.10	\$6.00
	\$3.92	\$4.16	\$0.20	\$8.00
	\$4.17	\$4.41	\$0.30	\$10.00
	\$4.42	\$4.66	\$0.40	\$12.00
		every \$0.25 increase thereafter additional	\$0.50	\$14.00
			\$0.10	\$2.00

AmeriWaste

YOUR FREEDOM FOR CHOICE

March 31, 2020

Invoice # 20-0301

City of Kemah
1401 Hwy 146
Kemah, TX 77565

Residential Solid Waste & Recycling Services for the Month of March 2020.

Residential units	606 with 96 gallon carts	\$ 15.47 per unit	\$ 9,374.82
Residential units	138 without 96 gallon carts	\$ 14.52 per unit	<u>2,003.76</u>
Total Amount Due			\$11,378.58

Thank You

If you have any questions, please contact Janell Marin at 281-331-8400.

DATE 4/29/2020 BY CJ
 CODE 01 530 8230 \$ 11,378.58
 CODE _____ \$ _____
 CODE _____ \$ _____
 CODE _____ \$ _____
 CODE _____ \$ _____

PO-BOX-1351 ... ALVIN, TX 77512 ... 281-331-8400

CITY OF KEMAH RESIDENTIAL CARTS

Adds for the Month of March 2020

18K	100488	308	4th St	Light House
18K	100018	400 1/2	4th St	Light House
18K	100490	730	4th St	Light House
18K	100311	606C	6th St	Light House
18K	100066	704	6th St	Light House
18K	100589	705	6th St	Light House
18K	100287	701 C	7th St	Light House
18K	100566	611	8th St	Light House
18K	100485	501	8th St	Light House
18K	100483	612	8th St	Light House
18K	100465	613	8th St	Light House
18K	100492	614	8th St	Light House
18K	100491	616	8th St	Light House
18K	100272	618	8th St	Light House
18K	100511	600	9th St	Light House
18K	100072	604	9th St	Light House
18K	100354	601	10th St	Light House
18K	100071	502	10th St	Light House
18K	100069	506	10th St	Light House
18K	100065	514	10th St	Light House
18K	100068	611	10th St	Light House
18K	100145	2323	Anders	S Kemah
18K	100339	2335A	Anders	S Kemah
18K	100342	2335B	Anders	S Kemah
18K	100506	2600B	Anders	S Kemah
18K	100361	2200	Anders	S Kemah
18K	100363	2325	Anders	S Kemah
18K	100055	2311	Anders	S Kemah
18K	100239	2506	Anders	S Kemah
18K	100362	2600A	Anders	S Kemah

19K	100660	302	Bay Ave	Light House
18K	100646	406	Bay Ave	Light House
18K	100386	509	Bay Ave	Light House
18K	100391	507	Bay Ave	Light House
18K	100155	511	Bay Ave	Light House
18K	100349	501	Bay Ave	Light House
18K	100420	701	Bay Ave	Light House
18K	100353	703	Bay Ave	Light House
18K	100351	704	Bay Ave	Light House
18K	100416	705	Bay Ave	Light House
18K	100070	404	Bay Ave	Light House
18K	100266	709	Bay Ave	Light House
18K	100085	711	Bay Ave	Light House
18K	100329	801	Bay Ave	Light House
18K	100274	802	Bay Ave	Light House
18K	100326	804	Bay Ave	Light House
18K	100486	408 a	Bay Ave	Light House
18K	100061	408 b	Bay Ave	Light House
18K	100048	623	Bay Oaks	Kemah Oaks
18K	100313	643	Bay Oaks	Kemah Oaks
18K	100647	631	Bay Oaks	Kemah Oaks
18K	100219	602	Bay Oaks	Kemah Oaks
18K	100421	610	Bay Oaks	Kemah Oaks
18K	100250	614	Bay Oaks	Kemah Oaks
18K	100044	615	Bay Oaks	Kemah Oaks
18K	100252	622	Bay Oaks	Kemah Oaks
18K	100248	626	Bay Oaks	Kemah Oaks
18K	100251	630	Bay Oaks	Kemah Oaks
18K	100131	635	Bay Oaks	Kemah Oaks
18K	100146	1437	Bayshore	Light House
18K	100343	1728	Bayshore	Light House
18K	100510	1411	Bayshore	Light House
18K	100571	1431	Bayshore	Light House

18K	100319	1415	Bayshore	Light House
18K	100320	1417	Bayshore	Light House
18K	100605	1418	Bayshore	Light House
18K	100602	1423	Bayshore	Light House
18K	100601	1427	Bayshore	Light House
18K	100609	1429	Bayshore	Light House
18K	100324	1433	Bayshore	Light House
18K	100316	1434	Bayshore	Light House
18K	100318	1435	Bayshore	Light House
18K	100321	1439	Bayshore	Light House
18K	100095	1440	Bayshore	Light House
18K	100092	1441	Bayshore	Light House
18K	100269	1443	Bayshore	Light House
18K	100315	1444	Bayshore	Light House
18K	100458	1445	Bayshore	Light House
18K	100181	1447	Bayshore	Light House
18K	100507	523	Bel Rd	Light House
18K	100600	527	Bel Rd	Light House
18K	100591	602	Bel Rd	Light House
18K	100594	615	Bel Rd	Light House
18K	100467	619	Bel Rd	Light House
18K	100271	621	Bel Rd	Light House
18K	100530	624	Bel Rd	Light House
18K	100460	627	Bel Rd	Light House
18K	100390	705	Bradford	Light House
18K	100415	900	Bradford	Light House
18K	100615	702	Bradford	Light House
18K	100478	701 a	Bradford	Light House
18K	100438	701 b	Bradford	Light House
18K	100205	711	Cien Rd	Light House
18K	100341	715	Cien Rd	Light House
18K	100570	1005	Delesandri	S Kemah
18K	100277	914	Delesandri	S Kemah

18K	100179	1012	Delesandri	S Kemah
18K	100120	1014	Delesandri	S Kemah
18K	100280	1016	Delesandri	S Kemah
18K	100549	1017	Delesandri	S Kemah
18K	100279	1020	Delesandri	S Kemah
18K	100119	1030	Delesandri	S Kemah
18K	100180	1010 a	Delesandri	S Kemah
18K	100551	1010 b	Delesandri	S Kemah
18K	110156	1117	Dolores	S Kemah
18K	100173	1111	Dolores	S Kemah
18K	100298	1112	Dolores	S Kemah
18K	100293	1113	Dolores	S Kemah
18K	100294	1115	Dolores	S Kemah
18K	100450	1204	Dolores	S Kemah
18K	100498	1208	Dolores	S Kemah
18K	100448	1210	Dolores	S Kemah
18K	100297	1211	Dolores	S Kemah
18K	100137	1214	Dolores	S Kemah
18K	100262	1218	Dolores	S Kemah
18K	100295	1219	Dolores	S Kemah
18K	100299	1221	Dolores	S Kemah
18K	100297	1207 a	Dolores	S Kemah
18K	100098	1207 b	Dolores	S Kemah
18K	100103	1207 c	Dolores	S Kemah
18K	100346	1130	Fay Ave	Light House
18K	100356	1110	Fay Ave	Light House
18K	100308	1102	Fay Ave	Light House
18K	100568	1106	Fay Ave	Light House
18K	100306	1114	Fay Ave	Light House
18K	100312	1118	Fay Ave	Light House
18K	100305	1202	Fay Ave	Light House
18K	100518	1207	Fay Ave	Light House
18K	100469	1302	Fay Ave	Light House

18K	100473	1313	Fay Ave	Light House
18K	100519	1314	Fay Ave	Light House
18K	100620	1315	Fay Ave	Light House
18K	100470	1215 B	Fay Ave	Light House
18K	100147	1215	Fay Rd	Light House
18K	100150	902	FM 518	
18K	100556	100 A	Grove	W Kemah
18K	100553	100 B	Grove	W Kemah
18K	100555	100 C	Grove	W Kemah
18K	100554	100 D	Grove	W Kemah
18K	100332	120 A	Grove	W Kemah
18K	100334	120 B	Grove	W Kemah
18K	100336	120 C	Grove	W Kemah
18K	100017	120 D	Grove	W Kemah
18K	100327	120 E	Grove	W Kemah
18K	100631	1731	Hwy 146	
18K	100149	1826	Kemah Oaks Dr	Kemah Oaks
18K	100102	1730	Kemah Oaks Dr	Kemah Oaks
18K	100656	1714	Kemah Oaks Dr	Kemah Oaks
18K	100636	1706	Kemah Oaks Dr	Kemah Oaks
18K	100387	1738	Kemah Oaks dr	Kemah Oaks
18K	100224	1814	Kemah Oaks Dr	Kemah Oaks
18K	100261	1710	Kemah Oaks Dr	Kemah Oaks
18K	100258	1722	Kemah Oaks Dr	Kemah Oaks
18K	100257	1726	Kemah Oaks Dr	Kemah Oaks
18K	100109	1802	Kemah Oaks Dr	Kemah Oaks
18K	100253	1806	Kemah Oaks Dr	Kemah Oaks
18K	100580	1822	Kemah Oaks Dr	Kemah Oaks
18K	100582	1830	Kemah Oaks Dr	Kemah Oaks
18K	100518	1838	Kemah Oaks Dr	Kemah Oaks
18K	100099	1821	Kemah Village Dr	Kemah Village
18K	100231	1715	Kemah Village Dr	Kemah Village
18K	100644	1909	Kemah Village Dr	Kemah Village

18K	100412	2033	Kemah Village Dr	Kemah Village
18K	100360	1937	Kemah Village Dr	Kemah Village
18K	100395	1727	Kemah Village Dr	Kemah Village
18K	100410	1729	Kemah Village Dr	Kemah Village
18K	100245	1811	Kemah Village Dr	Kemah Village
18K	100393	1825	Kemah Village Dr	Kemah Village
18K	100505	1903	Kemah Village Dr	Kemah Village
18K	100222	2223	Kemah Village Dr	Kemah Village
18K	100100	1701	Kemah Village Dr	Kemah Village
18K	100097	2225	Kemah Village Dr	Kemah Village
18K	100198	1705	Kemah Village Dr	Kemah Village
18K	100444	1707	Kemah Village Dr	Kemah Village
18K	100006	1713	Kemah Village Dr	Kemah Village
18K	100003	1731	Kemah Village Dr	Kemah Village
18K	100202	1801	Kemah Village Dr	Kemah Village
18K	100200	1817	Kemah Village Dr	Kemah Village
18K	100623	1827	Kemah Village Dr	Kemah Village
18K	100201	1911	Kemah Village Dr	Kemah Village
18K	100010	1913	Kemah Village Dr	Kemah Village
18K	100613	2027	Kemah Village Dr	Kemah Village
18K	100174	2119	Kemah Village Dr	Kemah Village
18K	100617	2127	Kemah Village Dr	Kemah Village
18K	100616	2219	Kemah Village Dr	Kemah Village
18K	100255	1703	Kemah Village Dr	Kemah Village
18K	100007	1709	Kemah Village Dr	Kemah Village
18K	100110	1711	Kemah Village Dr	Kemah Village
18K	100011	1719	Kemah Village Dr	Kemah Village
18K	100270	1721	Kemah Village Dr	Kemah Village
18K	100080	1723	Kemah Village Dr	Kemah Village
18K	100527	1725	Kemah Village Dr	Kemah Village
18K	100082	1735	Kemah Village Dr	Kemah Village
18K	100204	1737	Kemah Village Dr	Kemah Village
18K	100482	1803	Kemah Village Dr	Kemah Village

18K	100525	1807	Kemah Village Dr	Kemah Village
18K	100367	1809	Kemah Village Dr	Kemah Village
18K	100522	1813	Kemah Village Dr	Kemah Village
18K	100370	1815	Kemah Village Dr	Kemah Village
18K	100191	1819	Kemah Village Dr	Kemah Village
18K	100498	1823	Kemah Village Dr	Kemah Village
18K	100196	1831	Kemah Village Dr	Kemah Village
18K	100526	1833	Kemah Village Dr	Kemah Village
18K	100203	1835	Kemah Village Dr	Kemah Village
18K	100524	1901	Kemah Village Dr	Kemah Village
18K	100368	1905	Kemah Village Dr	Kemah Village
18K	100364	1915	Kemah Village Dr	Kemah Village
18K	100496	1919	Kemah Village Dr	Kemah Village
18K	100494	1921	Kemah Village Dr	Kemah Village
18K	100290	1929	Kemah Village Dr	Kemah Village
18K	100275	1931	Kemah Village Dr	Kemah Village
18K	100193	1933	Kemah Village Dr	Kemah Village
18K	100484	2001	Kemah Village Dr	Kemah Village
18K	100528	2003	Kemah Village Dr	Kemah Village
18K	100077	2005	Kemah Village Dr	Kemah Village
18K	100078	2009	Kemah Village Dr	Kemah Village
18K	100185	2011	Kemah Village Dr	Kemah Village
18K	100076	2013	Kemah Village Dr	Kemah Village
18K	100487	2015	Kemah Village Dr	Kemah Village
18K	100523	2019	Kemah Village Dr	Kemah Village
18K	100520	2021	Kemah Village Dr	Kemah Village
18K	100537	2025	Kemah Village Dr	Kemah Village
18K	100464	2029	Kemah Village Dr	Kemah Village
18K	100190	2031	Kemah Village Dr	Kemah Village
18K	100607	2035	Kemah Village Dr	Kemah Village
18K	100498	2117	Kemah Village Dr	Kemah Village
18K	100213	2121	Kemah Village Dr	Kemah Village
18K	100079	2125	Kemah Village Dr	Kemah Village

18K	100182	2129	Kemah Village Dr	Kemah Village
18K	100188	2131	Kemah Village Dr	Kemah Village
18K	100186	2135	Kemah Village Dr	Kemah Village
18K	100608	2137	Kemah Village Dr	Kemah Village
18K	100008	2221	Kemah Village Dr	Kemah Village
18K	100466	2227	Kemah Village Dr	Kemah Village
18K	100610	2231	Kemah Village Dr	Kemah Village
18K	100536	2235	Kemah Village Dr	Kemah Village
18K	100533	2237	Kemah Village Dr	Kemah Village
18K	100611	2239	Kemah Village Dr	Kemah Village
18K	100634	1311	Kipp	Light House
18K	100347	1206	Kipp	Light House
18K	100394	1005	Kipp	Light House
18K	100350	1007	Kipp	Light House
18K	100567	1432	Kipp	Light House
18K	100414	1428	Kipp	Light House
18K	100358	1319	Kipp	Light House
18K	100565	901	Kipp	Light House
18K	100576	915	Kipp	Light House
18K	100516	1204	Kipp	Light House
18K	100443	1215	Kipp	Light House
18K	100513	1411	Kipp	Light House
18K	100481	605	Kipp	Light House
18K	100331	607	Kipp	Light House
18K	100022	706	Kipp	Light House
18K	100184	707	Kipp	Light House
18K	100330	711	Kipp	Light House
18K	100086	803	Kipp	Light House
18K	100021	804	Kipp	Light House
18K	100089	805	Kipp	Light House
18K	100521	806	Kipp	Light House
18K	100063	909	Kipp	Light House
18K	100067	1000	Kipp	Light House

18K	100532	1004	Kipp	Light House
18K	100062	1015	Kipp	Light House
18K	100463	1100	Kipp	Light House
18K	100462	1102	Kipp	Light House
18K	100531	1106	Kipp	Light House
18K	100597	1300	Kipp	Light House
18K	100064	1303	Kipp	Light House
18K	100529	1307	Kipp	Light House
18K	100461	1404	Kipp	Light House
18K	100323	1408	Kipp	Light House
18K	100459	1415	Kipp	Light House
18K	100322	1416	Kipp	Light House
18K	100317	1431	Kipp	Light House
18K	100457	1433	Kipp	Light House
18K	100596	1304-1	Kipp	Light House
18K	100593	1304-2	Kipp	Light House
18K	100535	704-1	Kipp	Light House
18K	100468	704-2	Kipp	Light House
18K	100590	704-3	Kipp	Light House
18K	100020	708 A	Kipp	Light House
18K	100024	708 B	Kipp	Light House
18K	100094	807 A	Kipp /Bay	Light House
18K	100091	807 B	Kipp /Bay	Light House
18K	100326	807 C	Kipp /Bay	Light House
18K	100657	1100	Lakeview Bend	S Kemah
18K	100228	1118	Lakeview Bend	S Kemah
18K	100259	1098	Lakeview Bend	S Kemah
18K	100596	1122	Lakeview Bend	S Kemah
18K	100584	1126	Lakeview Bend	S Kemah
18K	100645	2321	Lawerence	S Kemah
18K	100153	2511	Lawerence	S Kemah
18K	100396	2507	Lawerence	S Kemah
18K	100215	1931	Lawerence	S Kemah

18K	100134	2215	Lawerence	S Kemah
18K	100138	2219	Lawerence	S Kemah
18K	100238	2267	Lawerence	S Kemah
18K	100355	1433	Leeward	Light House
18K	100599	1401	Leeward	Light House
18K	100314	1404	Leeward	Light House
18K	100540	1409	Leeward	Light House
18K	100595	1413	Leeward	Light House
18K	100598	1416	Leeward	Light House
18K	100592	1417	Leeward	Light House
18K	100606	1420	Leeward	Light House
18K	100604	1421	Leeward	Light House
18K	100603	1424	Leeward	Light House
18K	100612	1428	Leeward	Light House
18K	100562	1019	Lewis Dr	S Kemah
18K	100372	1005	Lewis Dr	S Kemah
18K	100451	1007	Lewis Dr	S Kemah
18K	100240	1009	Lewis Dr	S Kemah
18K	100452	1011	Lewis Dr	S Kemah
18K	100453	1013	Lewis Dr	S Kemah
18K	100456	1015	Lewis Dr	S Kemah
18K	100236	1017	Lewis Dr	S Kemah
18K	100235	309	Meadow Ln	Y-Club
18K	100233	317	Meadow Ln	Y-Club
18K	100009	803	Miller Ave	W Kemah
18K	100333	311	Miller Ave	W Kemah
18K	100026	313	Miller Ave	W Kemah
18K	100028	326	Miller Ave	W Kemah
18K	100083	611	Oak Berry	Kemah Oaks
18K	100454	602	Oak Berry	Kemah Oaks
18K	100051	606	Oak Berry	Kemah Oaks
18K	100292	607	Oak Berry	Kemah Oaks
18K	100053	610	Oak Berry	Kemah Oaks

18K	100054	614	Oak Berry	Kemah Oaks
18K	100050	615	Oak Berry	Kemah Oaks
18K	100049	618	Oak Berry	Kemah Oaks
18K	100130	619	Oak Berry	Kemah Oaks
18K	100128	622	Oak Berry	Kemah Oaks
18K	100168	626	Oak Berry	Kemah Oaks
18K	100132	627	Oak Berry	Kemah Oaks
18K	100445	630	Oak Berry	Kemah Oaks
18K	100296	631	Oak Berry	Kemah Oaks
19K	100659	507	Oak Briar	Kemah Oaks
18K	100640	511	Oak Briar	Kemah Oaks
19K	100681	611	Oak Briar	Kemah Oaks
18K	100658	515	Oak Briar	Kemah Oaks
18K	100561	502	Oak Briar	Kemah Oaks
18K	100413	506	Oak Briar	Kemah Oaks
18K	100220	602	Oak Briar	Kemah Oaks
18K	100171	518	Oak Briar	Kemah Oaks
18K	100282	615	Oak Briar	Kemah Oaks
18K	100144	618	Oak Briar	Kemah Oaks
18K	100474	622	Oak Briar	Kemah Oaks
18K	100471	626	Oak Briar	Kemah Oaks
18K	100472	627	Oak Briar	Kemah Oaks
18K	100291	634	Oak Briar	Kemah Oaks
18K	100479	635	Oak Briar	Kemah Oaks
18K	100440	510	Oak Briar	Kemah Oaks
18K	100176	519	Oak Briar	Kemah Oaks
18K	100441	522	Oak Briar	Kemah Oaks
18K	100177	526	Oak Briar	Kemah Oaks
18K	100175	530	Oak Briar	Kemah Oaks
18K	100169	534	Oak Briar	Kemah Oaks
18K	100211	606	Oak Briar	Kemah Oaks
18K	100435	607	Oak Briar	Kemah Oaks
18K	100143	610	Oak Briar	Kemah Oaks

18K	100287	614	Oak Briar	Kemah Oaks
18K	100583	630	Oak Briar	Kemah Oaks
18K	100289	631	Oak Briar	Kemah Oaks
18K	100392	619	Oak Glen	Kemah Oaks
18K	100084	635	Oak Glen	Kemah Oaks
18K	100159	602	Oak Glen	Kemah Oaks
18K	100504	606	Oak Glen	Kemah Oaks
18K	100247	607	Oak Glen	Kemah Oaks
18K	100249	610	Oak Glen	Kemah Oaks
18K	100432	611	Oak Glen	Kemah Oaks
18K	100447	614	Oak Glen	Kemah Oaks
18K	100431	615	Oak Glen	Kemah Oaks
18K	100429	618	Oak Glen	Kemah Oaks
18K	100428	622	Oak Glen	Kemah Oaks
18K	100424	623	Oak Glen	Kemah Oaks
18K	100425	626	Oak Glen	Kemah Oaks
18K	100577	630	Oak Glen	Kemah Oaks
18K	100133	631	Oak Glen	Kemah Oaks
18K	100509	607	Oak Hill	Kemah Oaks
18K	100418	618	Oak Hill	Kemah Oaks
18K	100286	602	Oak Hill	Kemah Oaks
18K	100034	614	Oak Hill	Kemah Oaks
18K	100035	619	Oak Hill	Kemah Oaks
18K	100030	630	Oak Hill	Kemah Oaks
18K	100503	610	Oak Hill	Kemah Oaks
18K	100300	611	Oak Hill	Kemah Oaks
18K	100288	615	Oak Hill	Kemah Oaks
18K	100502	622	Oak Hill	Kemah Oaks
18K	100501	626	Oak Hill	Kemah Oaks
18K	100254	1738	Oak Meadow Dr	Kemah Oaks
18K	100152	1711	Oak Meadow Dr	Kemah Oaks
18K	100389	1727	Oak Meadow Dr	Kemah Oaks
18K	100388	1734	Oak Meadow Dr	Kemah Oaks

18K	100538	1726	Oak Meadow Dr	Kemah Oaks
18K	100256	1730	Oak Meadow Dr	Kemah Oaks
18K	100208	1702	Oak Meadow Dr	Kemah Oaks
18K	100209	1703	Oak Meadow Dr	Kemah Oaks
18K	100207	1706	Oak Meadow Dr	Kemah Oaks
18K	100210	1707	Oak Meadow Dr	Kemah Oaks
18K	100212	1710	Oak Meadow Dr	Kemah Oaks
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18K	100497	1722	Oak Meadow Dr	Kemah Oaks
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18K	100433	1731	Oak Meadow Dr	Kemah Oaks
18K	100655	1739	Oak Meadow Dr	Kemah Oaks
18K	100434	1742	Oak Meadow Dr	Kemah Oaks
19K	100680	1822	Oak Ridge	Kemah Oaks
18K	100437	1819	Oak Ridge	Kemah Oaks
18K	100641	1727	Oak Ridge	Kemah Oaks
18K	100419	1702	Oak Ridge	Kemah Oaks
18K	100652	1810	Oak Ridge	Kemah Oaks
18K	100338	1802	Oak Ridge	Kemah Oaks
18K	100148	1842	Oak Ridge	Kemah Oaks
18K	100385	1803	Oak Ridge	Kemah Oaks
18K	100223	1807	Oak Ridge	Kemah Oaks
18K	100005	1711	Oak Ridge	Kemah Oaks
18K	100012	1815	Oak Ridge	Kemah Oaks
18K	100243	1703	Oak Ridge	Kemah Oaks
18K	100242	1706	Oak Ridge	Kemah Oaks
18K	100241	1714	Oak Ridge	Kemah Oaks
18K	100037	1715	Oak Ridge	Kemah Oaks
18K	100039	1718	Oak Ridge	Kemah Oaks
18K	100042	1719	Oak Ridge	Kemah Oaks
18K	100038	1722	Oak Ridge	Kemah Oaks

18K	100043	1726	Oak Ridge	Kemah Oaks
18K	100284	1730	Oak Ridge	Kemah Oaks
18K	100283	1734	Oak Ridge	Kemah Oaks
18K	100281	1735	Oak Ridge	Kemah Oaks
18K	100278	1738	Oak Ridge	Kemah Oaks
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18K	100170	1827	Oak Ridge	Kemah Oaks
18K	100121	1830	Oak Ridge	Kemah Oaks
18K	100542	1831	Oak Ridge	Kemah Oaks
18K	100436	1834	Oak Ridge	Kemah Oaks
18K	100122	1835	Oak Ridge	Kemah Oaks
18K	100124	1838	Oak Ridge	Kemah Oaks
18K	100123	1839	Oak Ridge	Kemah Oaks
18K	100635	1722	Oak Valley	Kemah Oaks
18K	100409	1703	Oak Valley	Kemah Oaks
18K	100246	1702	Oak Valley	Kemah Oaks
18K	100403	1707	Oak Valley	Kemah Oaks
18K	100404	1710	Oak Valley	Kemah Oaks
18K	100399	1714	Oak Valley	Kemah Oaks
18K	100398	1715	Oak Valley	Kemah Oaks
18K	100397	1719	Oak Valley	Kemah Oaks
18K	100547	1726	Oak Valley	Kemah Oaks
18K	100552	1727	Oak Valley	Kemah Oaks
18K	100548	1731	Oak Valley	Kemah Oaks
18K	100541	1734	Oak Valley	Kemah Oaks
18K	100550	1735	Oak Valley	Kemah Oaks
18K	100058	1738	Oak Valley	Kemah Oaks
18K	100052	1739	Oak Valley	Kemah Oaks
18K	100059	1802	Oak Valley	Kemah Oaks
18K	100055	1803	Oak Valley	Kemah Oaks

18K	100166	1806	Oak Valley	Kemah Oaks
18K	100164	1807	Oak Valley	Kemah Oaks
18K	100162	1810	Oak Valley	Kemah Oaks
18K	100157	1811	Oak Valley	Kemah Oaks
18K	100407	1814	Oak Valley	Kemah Oaks
18K	100165	1815	Oak Valley	Kemah Oaks
18K	100057	1818	Oak Valley	Kemah Oaks
18K	100402	1819	Oak Valley	Kemah Oaks
18K	100423	1822	Oak Valley	Kemah Oaks
18K	100400	1823	Oak Valley	Kemah Oaks
18K	100401	1826	Oak Valley	Kemah Oaks
18K	100041	1827	Oak Valley	Kemah Oaks
18K	100158	1830	Oak Valley	Kemah Oaks
18K	100160	1831	Oak Valley	Kemah Oaks
18K	100161	1834	Oak Valley	Kemah Oaks
18K	100163	1835	Oak Valley	Kemah Oaks
18K	100244	1839	Oak Valley	Kemah Oaks
18K	100245	1843	Oak Valley	Kemah Oaks
18K	100352	2411	Park Ave	Y-Club
18K	100115	2035	Park Ave	Y-Club
18K	100234	2107	Park Ave	Y-Club
18K	100232	2110	Park Ave	Y-Club
18K	100192	2424	Park Ave	Y-Club
18K	100560	1835	Park Oaks	Kemah Oaks
18K	100101	1822	Park Oaks	Kemah Oaks
18K	100004	1819	Park Oaks	Kemah Oaks
18K	100430	1807	Park Oaks	Kemah Oaks
18K	100126	1810	Park Oaks	Kemah Oaks
18K	100426	1811	Park Oaks	Kemah Oaks
18K	100129	1814	Park Oaks	Kemah Oaks
18K	100421	1823	Park Oaks	Kemah Oaks
18K	100422	1827	Park Oaks	Kemah Oaks
18K	100543	1830	Park Oaks	Kemah Oaks

18K	100408	1831	Park Oaks	Kemah Oaks
18K	100544	1834	Park Oaks	Kemah Oaks
18K	100545	1838	Park Oaks	Kemah Oaks
18K	100406	1839	Park Oaks	Kemah Oaks
18K	100546	1842	Park Oaks	Kemah Oaks
18K	100285	1846	Park Oaks	Kemah Oaks
18K	100060	1847	Park Oaks	Kemah Oaks
18K	100056	1851	Park Oaks	Kemah Oaks
18K	100405	1943	Park Oaks	Kemah Oaks
18K	100189	100	Raider Rd	Light House
18K	100118	1140	S Kemah Dr	S Kemah
18K	100366	1100	S Kemah Dr	S Kemah
18K	100112	1104	S Kemah Dr	S Kemah
18K	100111	1108	S Kemah Dr	S Kemah
18K	100116	1111	S Kemah Dr	S Kemah
18K	100113	1116	S Kemah Dr	S Kemah
18K	100264	1120	S Kemah Dr	S Kemah
18K	100140	1123	S Kemah Dr	S Kemah
18K	100578	1124	S Kemah Dr	S Kemah
18K	100117	1128	S Kemah Dr	S Kemah
18K	100579	1132	S Kemah Dr	S Kemah
18K	100260	2255	S Kemah Dr	S Kemah
18K	100237	2289	S Kemah Dr	S Kemah
18K	100371	2295	S Kemah Dr	S Kemah
18K	100365	2301	S Kemah Dr	S Kemah
18K	100514	1010	Sue Dr	S Kemah
18K	100172	1007	Sue Dr	S Kemah
18K	100178	1009	Sue Dr	S Kemah
18K	100439	1011	Sue Dr	S Kemah
18K	100679	40	W 4th St	W Kemah
18K	100267	95	W 4th St	W Kemah
18K	100378	100	W 4th St	W Kemah
18K	100265	125	W 4th St	W Kemah

18K	100328	140	W 4th St	W Kemah
18K	100642	142 A	W 5th St	W Kemah
18K	100654	142 B	W 5th St	W Kemah
18K	100651	142 C	W 5th St	W Kemah
18K	100682	142 D	W 5th St	W Kemah
18K	100628	144 A	W 5th St	W Kemah
18K	100337	144 B	W 5th St	W Kemah
18K	100345	144 C	W 5th St	W Kemah
18K	100348	144 D	W 5th St	W Kemah
18K	100226	218	W 5th St	W Kemah
18K	100340	206	W 5th St	W Kemah
18K	100477	168	W 5th St	W Kemah
18K	100268	75	W 5th St	W Kemah
18K	100375	80	W 5th St	W Kemah
18K	100103	115	W 5th St	W Kemah
18K	100273	144	W 5th St	W Kemah
18K	100384	150	W 5th St	W Kemah
18K	100016	160	W 5th St	W Kemah
18K	100376	207	W 5th St	W Kemah
18K	100023	210	W 5th St	W Kemah
18K	100093	135 A	W 5th St	W Kemah
18K	100090	135 B	W 5th St	W Kemah
18K	100088	135 C	W 5th St	W Kemah
18K	100015	223 A	W 5th St	W Kemah
18K	100019	223 B	W 5th St	W Kemah
18K	100639	120	W 6th St	W Kemah
18K	100108	165	W 6th St	W Kemah
18K	100557	40	W 6th St	W Kemah
18K	100564	60	W 6th St	W Kemah
18K	100559	65	W 6th St	W Kemah
18K	100558	70	W 6th St	W Kemah
18K	100075	85	W 6th St	W Kemah
18K	100013	90	W 6th St	W Kemah

18K	100074	125	W 6th St	W Kemah
18K	100081	130	W 6th St	W Kemah
18K	100073	140	W 6th St	W Kemah
18K	100033	180	W 6th St	W Kemah
18K	100374	185	W 6th St	W Kemah
18K	100381	195	W 6th St	W Kemah
18K	100025	207	W 6th St	W Kemah
18K	100029	215	W 6th St	W Kemah
18K	100380	219	W 6th St	W Kemah
18K	100325	223	W 6th St	W Kemah
18K	100383	227	W 6th St	W Kemah
18K	100301	55	W 7th St	W Kemah
18K	100303	76	W 7th St	W Kemah
18K	100476	165	W 7th St	W Kemah
18K	100199	40	W 7th St	W Kemah
18K	100373	60	W 7th St	W Kemah
18K	100382	100	W 7th St	W Kemah
18K	100379	152	W 7th St	W Kemah
18K	100302	100	W 8th St	W Kemah
18K	100304	120	W 8th St	W Kemah
18K	100036	55	W 8th St	W Kemah
18K	100335	65	W 8th St	W Kemah
18K	100031	70	W 8th St	W Kemah
18K	100377	80	W 8th St	W Kemah
18K	100027	110	W 8th St	W Kemah
18K	100197	50 a	W 8th St	W Kemah
18K	100014	50 b	W 8th St	W Kemah
18K	100195	50 c	W 8th St	W Kemah
18K	100194	50 d	W 8th St	W Kemah
18K	100417	1110	Williams	S Kemah
18K	100585	1100	Williams	S Kemah
18K	100588	1111	Williams	S Kemah
18K	100114	1119	Williams	S Kemah

18K	100263	1120	Williams	S Kemah
18K	100118	1140	Williams	S Kemah
18K	100136	1090 A	Williams	S Kemah
18K	100587	1090 B	Williams	S Kemah
18K	100141	1090 C	Williams	S Kemah
18K	100216	1104	Winfield	S Kemah
18K	100096	1120 A	Winfield	S Kemah



Kemah City Council Agenda Item #13 Good Ground Marketing

Council Member generated Agenda Item



Kemah City Council Agenda Item

#14: to issue letter from City of Kemah to the state Comptroller's office for delays in Property Tax Code Revisions affecting property appraised values.

Council Member generated Agenda Item

Kemah City Council Agenda Item #15 modification to the Coronavirus Disaster Declaration

At the Council Meeting on April 29th, Council requested the Declaration Disaster be on every agenda until further notice.

Attached is the Second Amended Declaration Disaster.



CITY OF KEMAH

SECOND AMENDED

DECLARATION OF DISASTER

WHEREAS, the City of Kemah, in the County of Galveston County, Texas on the 12th day of March, 2020, has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from COVID-19 (novel coronavirus); and

WHEREAS, the Mayor of Kemah has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KEMAH:

1. That a local state of disaster is hereby declared for the City of Kemah pursuant to §418.108(a) of the Texas Government Code;
2. Pursuant to §418.108(b) of the Government Code, the state of disaster shall continue for a period of not more than thirty days from the date of this second amended declaration unless continued or renewed by the City Council of Kemah;
3. Pursuant to §418.108 (c) of the Government Code, this second amended declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary;
4. Pursuant to §418.108 (d) of the Government Code, this declaration of a local state of disaster that activates the City Emergency Management Plan and the Galveston County Emergency Management Plan.
5. Current guidance as published by the Center of Disease Control (CDC) must be followed by all citizens and businesses at all times;
6. “Mass gatherings”, as guided by the current CDC standards, are prohibited;
7. That this proclamation shall take effect immediately from and after its issuance; and
8. Governor Abbott ordered and declared on March 19, 2020 that beginning on Friday March 20, 2020 and ending on April 3, 2020:
 - a) Every person in Texas must avoid social gatherings that have more than 10 people.

- b) People should avoid eating and drinking at bars, restaurants and food courts or visiting gyms. There will be no dining at bars or restaurant dining rooms since they will be closed. Restaurants can still offer take-out options.
- c) People shall not visit nursing homes, retiring centers or long-term care facilities unless they're providing critical care assistance.
- d) All Texas schools must close temporarily. This does not mean that education stops. Superintendents will continue to work with the Texas Education Agency to continue online or additional educational options.

Restaurants are still allowed to offer to-go, take-out and delivery options. The governor is allowing some Texas restaurants to deliver alcohol with any food purchase. The alcoholic beverages include wine, beer and mixed drinks. This is in an effort to help the hospitality industry.

ORDERED this the 29th day of April, 2020.

Terri Gale, Mayor

Attest:

Melissa Chilcote, City Secretary

Kemah City Council Agenda Item

#16 re-open City of Kemah, City Hall and other city services.

Reoccurring Agenda Item until further notice



Kemah City Council Agenda Item #17 backfill open police officer position

Council Member generated Agenda Item



**Kemah City Council Agenda Item
#18 impact fees on new and/or existing
developments in the City of Kemah**

Council Member generated Agenda Item



Kemah City Council Agenda Item

#19 to keep police dispatch internal at the City of Kemah but eliminate police admin position and/or any other changes to police budget.

Council Member generated Agenda Item



Kemah City Council Agenda Item

#20 Annexation of 25.6 Acres of a 88.311 acre tract generally described as Abstract 18 M Muldoon Survey TR 37

Council Member generated Agenda Item

City of Kemah Fee Schedule

Platting Fees *(Does not include filing fee with Galveston County)*

- Preliminary Plat \$250
- Final Plat \$250
- Replat \$250

Plan Review and Building Permit (Inspection) Fees *

- Fire Marshal plan review (if required) \$125
- Civil/Drainage/SWPPP review (if required) \$400
- 1 X Assessment fee for New Res/Comm Construction \$1,000 (paid at bldg. permit)

Commercial and Multi-Family construction plan review

\$1 to \$10,000	\$60
\$10,001 to \$25,000	\$85 for first \$10,000 + \$7 for each add'l \$1,000
\$25,001 to \$50,000	\$183 for first \$25,000 + \$4.73 for each add'l \$1,000
\$50,001 to \$100,000	\$300 for first \$50,000 + \$3.28 for each add'l \$1,000
\$100,001 to \$500,000	\$465 for first \$100,000 + \$2.63 for each add'l \$1,000
\$500,000 to \$1,000,000	\$1,516 for first \$500,000 + \$2 for each add'l \$1,000
\$1,000,001 and up	\$2,600 for first \$1,000,000 + \$1.48 for each add'l \$1,000

Commercial and Multi-Family construction Bldg Permit (inspection)

\$1 to \$10,000	\$90
\$10,001 to \$25,000	2% of Commercial Valuation
\$25,001 to \$50,000	2% of Commercial Valuation
\$50,001 to \$100,000	2% of Commercial Valuation
\$100,001 to \$500,000	2% of Commercial Valuation
\$500,000 to \$1,000,000	1% of Commercial Valuation
\$1,000,001 and up (\$10,000,000 cap)	1% of Commercial Valuation

- **Fire Code Bldg Permit Inspection Services**
(Fire Alarm and/or Sprinkler System) – if required \$100

Single Family Residential DWELLING construction Plan Review AND Bldg permit (Inspection) **

0 - 1,500 Square Feet	\$942
1,501 - 10,000 Square Feet	\$942 for the first 1,500 S.F. plus \$0.55 for each additional S.F. to and including 10,000 S.F.
Over 10,000 Square Feet	\$4,512 for the first 10,000 S.F. plus \$0.23 for each additional S.F. over 10,000 S.F.

Single Family Residential (NON-DWELLING) construction Plan Review AND Bldg permit (Inspection) **

\$1 to \$10,000	\$90
\$10,001 to \$25,000	\$130 for first \$10,000 + \$10 for each add'l \$1,000
\$25,001 to \$50,000	\$280 for first \$25,000 + \$7 for each add'l \$1,000
\$50,001 to \$100,000	\$400 plus .7% of the total value of the project
\$100,001 to \$500,000	\$400 plus .7% of the total value of the project
\$500,000 to \$1,000,000	\$400 plus .7% of the total value of the project
\$1,000,001 and up (\$10,000,000 cap)	\$400 plus .7% of the total value of the project

** Plan review fees cover the costs for the initial review and a second review, if needed, to obtain code compliance approval. If three or more re-submittals are required to approve the construction plans, the review fee is \$100 per plan set re-submittal. Plan review fees are paid in full at the time the plan review application and plan sets are submitted. Building permit fees are paid in full at the time the building permit application is submitted.*

*** One fee covers both the residential plan review and inspection. Paid in full at time of plan review. 50% refundable if project is not started by bldg. permit expiration date or if building permit is not issued within 6 months of plan review submittal.*

Certificate of Occupancy \$100

Individual Trade Building Permit Fee

- Mechanical \$100
- Electrical \$100
- Plumbing \$100
- Irrigation \$100
- Residential "Small Trade" General Contractor permit/inspection \$90

Contractor Registration Fee (Calendar year)

- General Contractor – Resident (In State) \$75
- General Contractor- Non-Resident (Out of State) \$150
- Plumber \$0
- Electrician \$0
- Mechanical \$75

Sign Permit Fees

- Total valuation of < \$10,000 w/o electrical \$50
- Total valuation of > \$10,000 w/o electrical \$50 plus \$5/\$1,000 over \$10,000
- Total valuation of < \$10,000 w/ electrical \$200
- Total valuation of > \$10,000 w/ electrical \$200 plus \$5/\$1,000 over \$10,000
- Temporary Signs (30 days max) \$25
- Portable Signs \$30

Hawkers, Peddlers, Solicitors

- Hawker or Peddler \$25/day
- Solicitor \$25/day

Pipeline Construction and Use

- Use of Public ROW \$500
- Additional Fee for use of ROW under 300 feet
 - 2-8 inches diameter \$100 per 300 linear feet
 - 9-16 inches diameter \$200 per 300 linear feet
 - Over 16 inches diameter \$300 per 300 linear feet

Right of Way Permit Fee

- Work conducted by franchised utilities in the City \$0
- All other ROW work \$200

Alarms

- Residential \$0

- Commercial \$50/yr single story under 2,000 sq. ft.
\$75/yr single or multiple story over 2,000 sq. ft.

- False alarms \$35 each after 5 false alarms.
\$500 fine for alarms at non-permitted locations.

Community Center Rentals

Renter Category*	Day	Security Deposit	Building Rental	AV System Rental
Kemah Residents (Proof of residency required)	Monday - Thursday	\$500	\$200	\$100
	Friday, Saturday, Sunday	\$500	\$350	\$100
City of Kemah Employees	Monday - Thursday	\$500	\$200	\$100
	Friday, Saturday, Sunday	\$500	\$350	\$100
Non-Profit Organizations*	Monday - Thursday	\$500	\$200	\$100
	Friday, Saturday, Sunday	\$500	\$350	\$100
Non-Residents or For Profit Events (trade shows, craft shows, multiple vendors, etc.)	Monday - Thursday	\$500	\$500	\$100
	Friday, Saturday, Sunday	\$500	\$800	\$100

The above building rental fees are waived for City of Kemah Governmental Functions, Kemah Historical Society, Kemah Kronies, Kemah Garden Club, Kemah Citizens Police Academy Alumni Association, and Governmental Agencies (including schools) as well as for events benefiting departments within the City of Kemah.

Bridge Parking Lot Rental Fees

The following fees will be charged for rental of the City parking lot underneath the SH 146 bridge:

- Non-profit Organizations:
 - Security Deposit \$500
 - Rental \$350/Day
- For Profit Event:
 - Security Deposit \$500
 - Rental \$800/Day

Miscellaneous Fees

- Work performed by Public Works Cost + 20%
- Material Provided by the City Cost + 20%
- Site Grading/Fill Permit \$75
- Ordinance Variances \$100

Note: Building Permits are good for 6 months from date of issuance.

Note: Building Permit Fees are 100% refundable for projects not started before the permit expiration date. Once permit has expired, applicant is not eligible for a refund.

Note: Penalty of 50% of the permit fee amount if work begins prior to the issuance of a required permit and without authorization from the City of Kemah.